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**THE MORRIS COUNTY IMPROVEMENT AUTHORITY**

**MORRIS COUNTY RENEWABLE ENERGY PROGRAM,  
SERIES 2009A**

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**REQUEST FOR PROPOSALS No. 2**

**For a Short Term Manager/Owner of Photovoltaic Systems with Respect to  
Certain Local Government Facilities in the County of Morris, New Jersey**

**dated October 5, 2013**

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**THE MORRIS COUNTY IMPROVEMENT AUTHORITY  
MORRIS COUNTY RENEWABLE ENERGY PROGRAM, SERIES 2009A**

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For a Short Term Manager/Owner of Photovoltaic Systems with Respect to  
Certain Local Government Facilities in the County of Morris, New Jersey  
Dated October 5, 2013**

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## **EXHIBIT 1**

*to be posted on the Authority's website and delivered to one of the Authority's papers of Record, the Daily Record, for publication, all on October 5, 2013*

### **NOTICE OF RFP NO. 2**

#### **THE MORRIS COUNTY IMPROVEMENT AUTHORITY MORRIS COUNTY RENEWABLE ENERGY PROGRAM, SERIES 2009A**

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#### **REQUEST FOR PROPOSALS NO. 2**

**For a Short Term Manager/Owner of Photovoltaic Systems with Respect to  
Certain Local Government Facilities in the County of Morris, New Jersey  
Dated October 5, 2013**

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***IMPORTANT, RESPONDENTS MUST REGISTER.  
SEE BELOW FOR DETAILS.***

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The Morris County Improvement Authority (“*Authority*”) has issued a “Request for Proposals for a Short Term Manager/Owner of Photovoltaic Systems with respect to certain Local Government Facilities in the County of Morris, New Jersey” dated October 5, 2013 (the “*2013 RFP No. 2*”). Capitalized terms not defined in this Notice of RFP shall be defined as set forth in the 2013 RFP No. 2. The 2013 RFP No. 2 was authorized for issuance pursuant to resolution of the Authority adopted by its governing body on October 2, 2013, a copy of which has been posted to the dropbox (the “*2013 RFP No. 2 Dropbox Folder*”) [see below for instructions to gain access to the 2013 RFP No. 2 Dropbox Folder]. The 2013 RFP No. 2 may be downloaded from the Authority’s website (<http://www.co.morris.nj.us/improvement>).

This 2013 RFP No. 2 is not to be confused with the Request for Proposals for a Short Term Manager/Owner of Photovoltaic Systems with respect to certain Local Government Facilities in the County of Morris, New Jersey” dated September 4, 2013 (the “2013 RFP No. 1”), which concluded and a rejection of all bids by the Authority pursuant to its rejection Resolution adopted October 2, 2013, which Resolution also authorized this 2013 RFP No. 2.

Timely, complete and conforming responses (“*Proposals*”) submitted by photovoltaic development firms (“*Respondents*”) in response to the 2013 RFP No. 2 shall be reviewed, evaluated and considered by the Authority, and its consultants, with respect to the Series 2009A Local Units. Proposals are being solicited through, and the 2013 RFP No. 2 is being issued in

accordance with, a fair and open process pursuant to the State of New Jersey (the “State”) Pay to Play Law, N.J.S.A.19:44A-20.1 et seq.

The Authority is not bound to select the lowest responsible bidder, although the Proposal Price and the ability to perform the other Company Services are each significant factors of the 2013 RFP No. 2. The Authority reserves the right to conduct interviews with any or all of the Respondents, prior to the award of a contract, for clarification of any response to the 2013 RFP No. 2; however, the Authority is under no obligation to conduct interviews. See Section 4.2 of the 2013 RFP No. 2 for the Evaluation Criteria (defined in such Section) that shall serve as the basis for the contract award (see Section 4.3 of the 2013 RFP No. 2) pursuant to the 2013 RFP No. 2. The Respondent who receives the contract award from the Authority to provide the Company Services shall be known as the “*Successful Respondent*” or the “*Short Term Manager/Owner*” for purposes of the 2013 RFP No. 2.

## **REGISTRATION**

In order to be considered as the Successful Respondent and in order to access certain important information from the 2013 RFP No. 2 Dropbox Folder needed to prepare its Proposal, each Respondent must register with the Authority’s counsel, providing information pursuant to Section 2.3 of the 2013 RFP No. 2, including the following: (i) a statement that such Respondent intends to submit a Proposal, and (ii) the name of its contact person (the “*Respondent Contact Person*”) and contact information (**name, company, address, phone, cell, fax, and e-mail address**) for any and all communication with the Respondent during the 2013 RFP No. 2 timeframe. Any changes to any information in the 2013 RFP No. 2, including any future addenda amending or supplementing any terms, shall be posted to the 2013 RFP No. 2 Dropbox Folder; notification of such additions to the 2013 RFP No. 2 Dropbox Folder will be provided to the Respondent Contact Person via email. In the event of an amendment to the 2013 RFP No. 2, a statement will also be added to the Authority website page from which the 2013 RFP No. 2 may be downloaded. Prospective Respondents should register immediately upon downloading the 2013 RFP No. 2 from the website or otherwise receiving a copy of the 2013 RFP No. 2 from the Authority or an Authority representative. Registration should be made by e-mailing the required information in clauses (i) and (ii) above to Annie Collart at [acollart@iandplaw.com](mailto:acollart@iandplaw.com) and mailing a copy to Inglesino, Pearlman, Wyciskala & Taylor, LLC, c/o Annie Collart, 600 Parsippany Road, Parsippany NJ 07095.

Please note, by registering for the 2013 RFP No. 2, each Respondent thereby agrees to the terms and conditions relating to confidentiality as outlined in Section 1.6 of this 2013 RFP No. 2.

One (1) original and nine (9) copies of a fully authorized, completed (in accordance with the terms of this 2013 RFP No. 2, including Section 5.1 thereof), executed and sealed (either opaque envelopes or boxes may be used if necessary or desirable, so long as the Respondent and RFP are clearly marked on the outside). Proposals are due from Respondents by 10:00 a.m., Eastern time, October 25, 2013 (the “*Due Date*”) (time is of the essence), to be delivered to John

Bonanni, the Authority Chairman, at the address set forth in Section 1.5(e)(i) of the 2013 RFP No. 2. See Section 3.3 of the 2013 RFP No. 2 for additional requirements regarding the submission of the Proposal and actions to occur on the Due Date, including Section 3.3(j) of the 2013 RFP No. 2 regarding the option for submitting an additional redacted version of the Proposal under OPRA, if applicable. Should there be any conflict in terms between this Notice of RFP and the 2013 RFP No. 2, the provisions of the 2013 RFP No. 2 shall control.

All comments and questions concerning any facet of the 2013 RFP No. 2, including the corresponding procedures and requirements, must be addressed in writing, at the time established in the Proposed Schedule for the Series 2009A Program set forth in **Exhibit 3** to the 2013 RFP No. 2:

(i) If via hard copy, to John Bonanni, the Authority Chairman, at the address set forth Section 1.5(f)(i) of the 2013 RFP No. 2;

(ii) If via e-mail, to Deborah S. Verderame, Esq. of Inglesino, Pearlman, Wyciskala & Taylor, LLC, Counsel for the Authority: [dverderame@iandplaw.com](mailto:dverderame@iandplaw.com).

There will be no Pre Proposal Submission Meeting in connection with the 2013 RFP No. 2.

The Authority reserves the right to reject specific Proposals if not completed in conformance with the terms of the 2013 RFP No. 2 or if not submitted by the time and date, in the manner, or at the place designated in the 2013 RFP No. 2. The Authority further reserves the right to waive any defects in specific Proposals that the Authority, in its sole discretion and in accordance with law, determines to be immaterial to the purposes of the Authority, the County, the Series 2009A Local Units and/or the Series 2009A Program. The Authority further reserves the right to reject all Proposals or otherwise take such action that the Authority, in its sole discretion and in accordance with law, shall determine to be in the best interests of the Authority, the County, the Series 2009A Local Units and/or the Series 2009A Program.

As each of the four Proposals in the procurement process related to 2013 RFP No. 1 was technically defective, the Authority strongly encourages Respondents to double check the step-by-step Proposal checklist to ensure all requirement submission are included with the submitted Proposal.

Each submitted Proposal, without any further act, shall be deemed to be the property of the Authority, and shall be submitted and, if applicable, presented, at the cost and expense of the Respondent, without reimbursement for any portion thereof from the Authority. Respondents shall comply with the requirements of P.L. 1975, c.127 (N.J.A.C. 17:27 *et seq.*). See Section 5.5 of the 2013 RFP No. 2.



This Notice of the 2013 RFP No. 2 has been issued and posted on the Authority's website by order of John Bonanni, Chairman, Morris County Improvement Authority, this 5<sup>th</sup> day of October, 2013, all pursuant to authorizing resolutions of the Authority adopted July 17, 2013 and October 2, 2013.

**EXHIBIT 2**  
[reserved]

### EXHIBIT 3

#### PROPOSED SCHEDULE FOR SERIES 2009A Program, 2013 RFP No. 2

1. Authority Board Meeting regarding adoption of resolution authorizing issuance of RFP No. 2 to obtain a Successful Respondent..... July 17 and October 2, 2013
2. Issue & Notice RFP No. 2 for Short Term Manager/Owner .....October 5, 2013
3. Post Draft Consent No. 4 and Program Documents to 2013 RFP No. 2 Dropbox Folder .....October 5, 2013
4. Written Questions from Respondents Due .....October 10, 2013
5. Authority Responses to Respondent Questions are posted.....October 15, 2013
6. Respondent Proposals Due .....October 25, 2013
7. Authority reserved dates for interviews with all qualified Respondents .....October 25 – 28, 2013
8. Authority consults with Series 2009A Local Units .....October 25 – 28, 2013
9. Evaluation Report published.....October 28, 2013\*
10. Authority Meeting to award Successful Respondent .....October 30, 2013\*
11. County Freeholder Meeting to approve award of Successful Respondent.....November 13, 2013\*\*
12. Execute Consent No. 4 and any other related documents with respect to Short Term Manager/Owner .....November 14, 2013\*\*

\*subject to possible delegation of authority and subsequent award

\*\*or such earlier date as the County Freeholder Board shall meet

**EXHIBIT 4**

**LETTER FROM TIoga ENERGY (ASSIGNMENT FOR THE BENEFIT OF  
CREDITORS) LLC**

**[See 2013 RFP No. 2 Dropbox Folder]**

## ARTICLE I

### INTRODUCTION, OVERVIEW, SUCCESSFUL RESPONDENT OBLIGATIONS

#### Section 1.1 Introduction and Overview.

(a) The Program. The Morris County Improvement Authority (the “*Authority*”), in combination with and for the County of Morris, New Jersey (the “*County*”), has created its “Morris County Renewable Energy Program” (the “*Program*”). The Program developed photovoltaic energy systems (including any related electrical modifications, the maintenance of existing warranties and other work necessary, desirable or convenient for the installation of such systems, the “*Renewable Energy Projects*”) for certain local government buildings, parking canopy and other structures, and lands (the “*Local Unit Facilities*”) owned or controlled by local governments within and including the County (the “*Local Units*”).

(b) The Series 2009A Program; the Series 2009A Local Units. The 2009A tranche of the Program (the “*Series 2009A Program*”) consisted of developing photovoltaic Renewable Energy Projects for the following eight (8) Local Units (the “*Series 2009A Local Units*”):

- County of Morris
- Parsippany Troy Hills Board of Education
- Morris County Park Commission
- Mountain Lakes Board of Education
- West Morris Regional High School District Board of Education
- Boonton Board of Education
- Morris Hills Regional District Board of Education
- The Parking Authority of the Town of Morristown

(c) The Series 2009A Program; History.

Pursuant to that certain resolution entitled “RESOLUTION AUTHORIZING THE ISSUANCE OF COUNTY GUARANTEED RENEWABLE ENERGY PROGRAM LEASE REVENUE BONDS, SERIES 2009A AND ADDITIONAL BONDS OF THE MORRIS COUNTY IMPROVEMENT AUTHORITY” adopted by the governing body of the Authority on June 10, 2009, as amended and supplemented from time to time in accordance with its terms, including by a Certificate of an Authorized Officer of the Authority dated February 18, 2010 (the “*Bond Resolution*”; capitalized terms used herein and not otherwise defined herein, for all purposes of this 2013 RFP No. 2, as hereinafter defined, shall have the meanings ascribed to such terms in the Bond Resolution), the Act and other applicable law and official action, the Authority issued its “County of Morris Guaranteed Renewable Energy Program Lease Revenue Bonds, Series 2009A” dated February 18, 2010, in the aggregate principal amount of \$21,600,000 (the “*Series 2009A Bonds*”) to finance the Renewable Energy Projects for the Series

2009A Local Units as set forth in the various Program Documents in connection with the initial tranche of the Authority's Renewable Energy Program ("*Tranche I*").

In connection with the Series 2009A Bonds, the Parties (as defined herein) entered into the following documents:

- (i) The License and Access Agreements (Morris County Renewable Energy Program, Series 2009A) dated as of February 1, 2010 between the Authority and each of the Series 2009A Local Units (collectively, the "*License Agreements*"),
- (ii) The Lease Purchase Agreement (Morris County Renewable Energy Program, Series 2009A) dated as of February 1, 2010 by and between the Authority, as Lessor, and the Company, as Lessee (the "*Lease Agreement*"),
- (iii) Power Purchase Agreement (Morris County Renewable Energy Program, Series 2009A) dated as of February 1, 2010 by and between the Company and the Authority (the "*Power Purchase Agreement*"),
- (iv) County Guaranty Agreement (Morris County Renewable Energy Program, Series 2009A) dated as of February 1, 2010 by and between the County and the Authority (the "*County Guaranty Agreement*"),
- (v) Pledge and Security Agreement (Morris County Renewable Energy Program, Series 2009A) dated as of February 1, 2010 issued by Tioga Energy Inc., as managing member of the Company, in favor of U.S. Bank National Association (the "*Trustee*"), as Trustee (the "*Company Pledge Agreement*"),
- (vi) County Continuing Disclosure Agreement (Morris County Renewable Energy Program, Series 2009A) dated as of February 1, 2010 among the County, the Trustee and the Authority (the "*County Continuing Disclosure Agreement*"), and
- (vii) Company Continuing Disclosure Agreement (Morris County Renewable Energy Program, Series 2009A) dated as of February 1, 2010 among the Company, the Trustee and the Authority (the "*Company Continuing Disclosure Agreement*" and together with the License Agreements, the Lease Agreement, the Power Purchase Agreement, the County Guaranty Agreement, the Company Pledge Agreement, the County Continuing Disclosure Agreement and the Company Continuing Disclosure Agreement, the "*2009A Program Documents*").

- (viii) Consent and Agreement No. 1 dated as of November 15, 2010 (the “*Consent No. 1*”), by and among the Authority, the County, the Trustee, the Local Units apart from the Parking Authority of the Town of Morristown, the Company, and Firststar Development, LLC (“*Firststar*”); Consent and Agreement No. 2 dated as of February 1, 2012 (the “*Consent No. 2*”), by and among the County, the Authority, the Local Units, the Trustee, the Company and Firststar; Consent and Agreement No. 3 dated August 13, 2012 (the “*Consent No. 3*” and together with Consent No. 1 and Consent No.2, the “*Prior Amendment and Consents*” and together with the 2009A Program Documents, the “*Prior Program Documents*”), by and among the County, the Authority, the Local Units, the Trustee, the Company and Firststar; that certain to-be-executed Consent and Agreement No. 4 (“*Consent No. 4*”), by and among the Successful Respondent, the Company, Firststar, the Authority, the County, and the Local Units (collectively, the Prior Amendment and Consents, Consent No. 4, and the Prior Program Documents constitute the “*Program Documents*”).

The copies of each of the Program Documents can be found in the 2013 RFP No. 2 Dropbox Folder.

Unless otherwise set forth herein, all capitalized terms used herein shall have the meanings set forth in the Program Documents.

On November 12, 2008 the Authority issued the “REQUEST FOR PROPOSALS - For a Developer of Photovoltaic Systems with Respect to Certain Local Government Facilities in the County of Morris, New Jersey (the “*2009A RFP*”) pursuant to (a) the competitive contracting provisions of the Local Public Contracts Law (N.J.S.A. 40A:11-4.1(k)), (b) the State Pay to Play Law, N.J.S.A. 19:44A-20.1 *et seq.*, (c) with respect to the Board of Education Series 2009A Local Units, the Public Schools Contracts Law (N.J.S.A. 18A:18A-4.1(k)) of the State, and (d) on behalf of the County Series 2009A Local Units, all pursuant to (i) Local Finance Board Notice 2008-20, December 3, 2008, *Contracting for Renewable Energy Services* (“*LFB Notice 2008-20*”), (ii) the Board of Public Utilities protocol for measuring energy savings in PPA Agreements (*Public Entity Energy Efficiency and Renewable Energy Cost Savings Guidelines, Dated February 20, 2009*), (iii) Local Finance Board Notice 2009-10 dated June 12, 2009, *Contracting for Renewable Energy Services: Update on Power Purchase Agreements* (the “*LFB Notice 2009-10*”, and together with LFB Notice 2008-20, the “*Local Finance Board Notices*”) and applicable law.

On July 15, 2009 Tioga Solar Morris County 1, LLC, a limited liability company organized and existing under the laws of the State of Delaware, duly authorized to conduct business in the State (including any successors and assigns, the “*Project Company*” or “*Tioga Morris*”, and together with the Authority and the Series 2009 Local Units, the “*Parties*”) was awarded the contract, pursuant to the 2009A RFP, as the solar developer in connection with the 2009A Renewable Energy Program.

On April 30, 2013, Tioga Energy, Inc., the managing member of Tioga Morris made a general assignment for the benefit of creditors to Tioga Energy (Assignment for the Benefit of Creditors) LLC ("*Tioga Energy ABC*"), including its membership interests in Tioga Morris. Tioga Energy ABC is now looking to assign 100% of its membership interest in Tioga Morris (the "*ABC Assignment*") to a to-be-determined private entity (the "*New Parent Company*").

The Authority desires to ensure Tranche I of the Renewable Energy Program is properly staffed in order to protect the interests of the Parties and provide a short term remedy in order to maintain the success of Tranche I of the Renewable Energy Program until a permanent solution can be achieved and therefore issued its 2013 RFP on September 4, 2013 (the "*2013 RFP No. 1*") to select a temporary owner and manager ("*Short Term Manager/Owner*") on an interim basis until the selection of a New Parent Company (the "*Temporary ABC Assignment*"), all pursuant to that certain "RESOLUTION AUTHORIZING THE SALE OF TIOGA ENERGY ASSIGNMENT FOR THE BENEFIT OF CREDITORS TO A TO BE DETERMINED NEW PRIVATE DEVELOPER WITH RESPECT TO THE MORRIS COUNTY IMPROVEMENT AUTHORITY'S COUNTY OF MORRIS GUARANTEED RENEWABLE ENERGY PROGRAM LEASE REVENUE BONDS, SERIES 2009A" adopted July 17, 2013 (the "*2013 RFP No. 1 Resolution*"). Implicit in the ABC Assignment is this first step of a Temporary ABC Assignment to the Short Term Manager/Owner. As detailed in that certain "RESOLUTION ADVISING TIOGA ENERGY ABC TO REJECT ALL PROPOSALS RECEIVED IN CONNECTION WITH THE REQUEST FOR PROPOSALS FOR A SHORT TERM MANAGER/OWNER OF PHOTOVOLTAIC SYSTEMS WITH RESPECT TO CERTAIN LOCAL GOVERNMENT FACILITIES IN THE COUNTY OF MORRIS, NEW JERSEY" adopted October 2, 2013 (the "*2013 RFP No. 2 Resolution*" and together with the RFP No. 1 Resolution, the "*2013 RFP Resolutions*"), all Proposals submitted in response to the 2013 RFP No. 1 were fatally defective. This 2013 RFP No. 2 was authorized pursuant to the RFP Resolutions.

Upon review of the responses to the 2013 RFP No. 2 and selection of the Successful Respondent, the Authority will recommend to Tioga Energy ABC that they effect the ABC Assignment through the execution of Consent No. 4, which, in turn, would reflect the assignment of Tioga Energy ABC's membership interest in and to Tioga Morris to the Short Term Manager/Owner, thereby effectively making the Successful Respondent obligated to staff, service and otherwise support Tioga Morris in carrying out its required obligations under the Prior Program Documents (with the exception of those obligations specifically exempted in Section 1.4(b) hereof). Included herein as **Exhibit 4** is a letter from Tioga Energy ABC stating that it is their intention to undertake the Temporary ABC Assignment upon the selection by the Authority of a Successful Respondent.

**NOTE: THIS 2013 RFP No. 2 IS BEING DISTRIBUTED IN ORDER TO SELECT A SHORT TERM MANAGER/OWNER FOR THE 2009A PROGRAM. DURING THE SUCCESSFUL RESPONDENT'S TERM THE AUTHORITY ANTICIPATES ISSUING ANOTHER RFP FOR A NEW PARENT COMPANY TO ASSIGN THE INTERESTS UNDER THE PROGRAM DOCUMENTS FOR THE REMAINDER OF THE TERM OF**



**THE PRIOR PROGRAM DOCUMENTS. THE SUCCESSFUL RESPONDENT SELECTED PURSUANT TO THIS 2013 RFP No. 2 MUST STATE IN ITS RESPONSE THAT IT ACKNOWLEDGES AND AGREES THAT THE AWARD PURSUANT TO THIS 2013 RFP No. 2 IS FOR A SHORT TERM BASIS AS FINALLY SET FORTH BY THE DATE OR PARAMETERS OF THE AUTHORITY'S AWARD TO THE SUCCESSFUL RESPONDENT AND FURTHER THAT IT WILL PROMPTLY ASSIGN ITS RIGHTS OBTAINED UNDER AND PURSUANT TO THIS 2013 RFP No. 2 AND ANY AGREEMENT EXECUTED IN CONNECTION HERewith (INCLUDING CONSENT NO. 4) TO THE NEW PARENT COMPANY (WHICH MAY BE AN AFFILIATE OF THE SUCCESSFUL RESPONDENT) WHEN REQUESTED TO DO SO BY THE AUTHORITY. THE SHORT TERM MANAGER/OWNER SHALL NOT BE PRECLUDED FROM BECOMING THE NEW PARENT COMPANY.**

**NOTE: Following Tranche I, the Authority undertook Tranche II of its Renewable Energy Program, which is not affiliated with Tranche I. The Successful Respondent will have no obligations under Tranche II.**

(d) Documents Relating to Tioga Morris. The following documents were provided to the Authority in conjunction with this 2013 RFP No. 2. Tioga Energy ABC has represented that it will provide the Successful Respondent with all documentation relating to Tioga Morris upon the Temporary ABC Assignment.

- (i) Equipment Summary – Appendix B
- (ii) Insurance Exposure Information – Appendix E
- (iii) Operations and Maintenance Contract – Appendix F
- (iv) System Production March 2011-2013 – Appendix G
- (v) Lifetime Production – Appendix H
- (vi) Warranties – Appendix I
- (vii) Cashflows – Appendix J
- (viii) As-Built Drawings – Appendix K
- (ix) System Production April 2013-August 2013 – Appendix L
- (x) 2012 Unaudited Financial Statements – Appendices M through O
- (xi) Site Info – Appendix P

## **Section 1.2 Short Term Manager/Owner Services and Project Company Services**

(a) The “Project Company Services” are set forth in the obligations of the Company under the Company Lease Agreement, the PPA, the Local Unit License Agreements, the Company Continuing Disclosure Agreement, the Company Pledge Agreement, and as applicable, the County Security Agreement (collectively, the “*Company Documents*”). The Project Company is obligated to exercise the rights, and perform all of the duties and obligations of the Project Company as set forth in the Program Documents, as defined in Section 1.1(c) hereof, subject to the provisions of Section 4.1(b) hereof and Section 3(ii) of the Consent No. 4.

(b) The Successful Respondent shall provide the Project Company with whatever is necessary in order for the Project Company to continue its duties and obligations as set forth in the Program Documents (collectively with numbers (i) through (vi) below and such other services the Authority deems necessary, desirable or convenient, the “*Short Term Manager/Owner Services*”). In addition to the foregoing, the Successful Respondent shall:

- (i) provide Tioga Morris with all services and supplies deemed necessary to continue to service the 2009A Renewable Energy Program;
- (ii) not be required to take any SREC risk;
- (iii) take all such necessary actions to preserve the assets of Tioga Morris (please refer to Section 3.1(c) hereof);
- (iv) provide the Authority with an accounting of Tioga Morris assets upon acceptance of the Temporary ABC Assignment;
- (v) undertake all such services for a sum as agreed to by the Authority, payable from Project Revenues, upon the Authority’s award of the 2013 RFP No. 2 to the Successful Respondent (see Exhibit B to Consent No. 4, a draft of which is available in the 2013 RFP No. 2 Dropbox Folder as Appendix A-11);
- (vi) undertake such services on a short term basis with such renewable period or periods as the Authorized Office determines necessary;
- (vii) provide audited and unaudited financials;
- (viii) ensure the Performance Guarantees are met; however, the Successful Respondent will not be liable in the Event of

Guaranteed Output Insufficiency pursuant to Section 3(ii) of the Consent No. 4; and

- (ix) Manage Operations & Maintenance, Monitoring/Invoicing Services, and Continuing Obligations by Third-Parties, subject to subsections (c) and (d) hereof.

(c) Operations and Maintenance Services are already provided for pursuant to an existing contract with William F. Lubeck Co., Inc., which is in existence until canceled. A copy of the contract is in the 2013 RFP No. 2 Dropbox Folder as **Appendix F**. The costs related to this contract are paid by the Project Company. The current monitoring platform is Power One. Data is accessed through their proprietary website, “MYPVDATA”, to which the Successful Respondent will be given access for invoicing and monitoring purposes. No additional software to communicate with the platform is anticipated.

(d) Pursuant to the initial EPC agreement, Sundurance provided a five-year workmanship warranty. The Authority is not aware of any other obligations owed by Sundurance or any other parties, nor is the Authority aware of any liens or claims against the Project Company.

### **Section 1.3 Proposal Price; Authority Professional Fees**

(a) The Proposal Price, as defined in **Appendix D-A-1** shall be for a period of at least thirty (30) days and may be extended at the Authority’s option for such period or periods as the Authority determines, although the Authority presently has no authority to extend this term beyond one (1) year in the aggregate. In the event the term is extended for any period which is less than thirty (30) days, such Proposal Price will be adjusted pro-rata for the period of time extended. The Proposal Price shall be paid from Project Revenues.

(b) The Authority reserves the right to pay its professionals an amount to be determined as an Administrative Expense from Project Revenues. This Administrative Expense will be billed to the Project Company at closing of the Temporary ABC Assignment and paid on such date from Tioga Morris assets from monies on deposit with the Trustee.

### **Section 1.4 Tax Issues; Event of SREC Deficiency**

(a) Tax Issues. By accepting this 2013 RFP No. 2, and without any further action, Respondents are deemed to have automatically accepted the tax statement contained in Section 3.5 hereof.

(b) Event of SREC Insufficiency. Irrespective of the long term prospects of the current SREC market, as of the date of this 2013 RFP No. 2, there are sufficient monies, comprising a portion of the Project Company’s assets, to meet all obligations coming due within the next twelve (12) months, and for some indeterminate time beyond. In the event the Short

Term Manager/Owner fails to make a Basic Lease Payment solely as a result of insufficient revenue from SRECs (“*Event of SREC Insufficiency*”), such Event of SREC Insufficiency shall not constitute an Event of Default under the Program Documents, provided the Short Term Manager/Owner notifies the Authority and the County in writing of such Event of SREC Insufficiency at least sixty (60) days prior to the Basic Lease Payment Date, and provided there is no other Event of Default under the Program Documents, which would include disposition of Tioga Morris assets. Notwithstanding the foregoing, the Project Company currently possesses sufficient cash to make all Basic Lease Payments for at least the next year, the Authority does not anticipate an Event of SREC Insufficiency will occur during the term of the engagement of the Successful Respondent. This provision has been added for the Short Term Manager/Owner only to provide comfort on this issue.

### **Section 1.5 RFP, Proposals and Evaluation**

(a) The 2013 RFP No. 2. In connection with the ABC Assignment and the selection of a Short Term Manager/Owner until a New Parent Company is selected, the Authority has issued this “Request for Proposals for a Short Term Manager/Owner of Photovoltaic Systems with respect to certain Local Government Facilities in the County of Morris, New Jersey” dated October 5, 2013 (including any addenda issued by the Authority that would amend or supplement this document, the “*2013 RFP No. 2*”). The 2013 RFP No. 2 was authorized for issuance pursuant to (i) resolutions of the Authority adopted by its governing body on October 2, 2013 and July 17, 2013, copies of which have been posted to the 2013 RFP No. 2 Dropbox Folder, as defined in **Exhibit 1**, as **Appendices A-12-1 and A-12-2**, and (ii) a letter from Tioga Energy (Assignment for the Benefit of Creditors) LLC attached hereto as **Exhibit 4**.

(b) Proposals. Photovoltaic development firms and/or firms specializing in the ongoing operations, maintenance and administration of photovoltaic systems (“*Respondents*”) interested in (i) performing the various Short Term Manager/Owner Services for the Authority and the Series 2009A Local Units outlined in this 2013 RFP No. 2, and other obligations, and (ii) enjoying the benefits and other rights, all as detailed in the Program Documents, may submit written proposals (each a “*Proposal*”) to the Authority no later than the Due Date, and within the various requirements and parameters set forth in this 2013 RFP No. 2.

(c) Review and Evaluation of Proposals. Timely, complete and conforming Proposals submitted by Respondents in response to this 2013 RFP No. 2 shall be reviewed, evaluated and considered by the Authority and its consultants.

The Authority is not bound to select the lowest responsible bidder, although the Proposal Price, as defined in **Appendix D-A-1**, is a significant factor of this 2013 RFP No. 2. The Authority reserves the right to conduct interviews with any or all of the qualified Respondents, prior to any award of a contract(s), for clarification of any response to this 2013 RFP No. 2; however, the Authority is under no obligation to conduct interviews. See Section 4.2 of this 2013 RFP No. 2 for the Evaluation Criteria (as defined in Section 4.2 herein) that shall serve as the basis (see Section 4.3 of this 2013 RFP No. 2) for the award pursuant to this 2013

RFP No. 2. The Respondent that shall receive the award by the Authority to provide the services required by this 2013 RFP No. 2 shall be known as the “*Successful Respondent*” or the “*Short Term Manager/Owner*” for purposes of this 2013 RFP No. 2.

(d) Registration of Respondents Required. In order to be considered as the Successful Respondent and in order to access certain important information from the 2013 RFP No. 2 Dropbox Account needed to prepare its Proposal, each Respondent must register with the Authority’s counsel pursuant to Section 2.3 of this 2013 RFP No. 2.

(e) Copies and Due Date of Proposals.

(i) One (1) original and nine (9) copies of a fully authorized, completed, executed and sealed (boxes may be used if necessary or desirable, so long as the Respondent and RFP are clearly marked on the outside). Proposals are due from Respondents by 10:00 a.m., Eastern time (time is of the essence), on Friday, October 25, 2013 (the “*Due Date*”), to be delivered to the following address:

The Morris County Improvement Authority  
Administration and Records Building  
10 Court Street  
P.O. Box 900  
Morristown, New Jersey 07963-0900  
Attention: John Bonanni, Chairman

(ii) See Section 3.3 of this 2013 RFP No. 2 for additional requirements regarding the submission of the Proposal and actions to occur on the Due Date, including subsection (j) of Section 3.3 regarding the option for submitting an additional redacted version of the Proposal under OPRA (as hereinafter defined), if applicable.

(f) Comments and Questions. All comments and questions concerning any facet of this 2013 RFP No. 2, including the corresponding procedures and requirements for submitting the Proposal, must be addressed in writing, no later than the time established in the Proposed Schedule for the Series 2009A Program set forth in **Exhibit 3** to this 2013 RFP No. 2,

(i) if via hard copy, to the following address:

The Morris County Improvement Authority  
Administration and Records Building  
10 Court Street  
P.O. Box 900  
Morristown, New Jersey 07963-0900  
Attention: John Bonanni, Chairman; or

(ii) If via e-mail, to Deborah S. Verderame, Esq., of Inglesino, Pearlman, Wyciskala & Taylor, LLC, Counsel for the Authority: [dverderame@iandplaw.com](mailto:dverderame@iandplaw.com).

(g) Rejection; Waiver. The Authority reserves the right to reject any Proposals that are not submitted by the time, date, and manner and at the place designated in this 2013 RFP No. 2, or if not completed in conformance with the terms of this 2013 RFP No. 2. The Authority further reserves the right to waive any defects in specific Proposals that the Authority, in its sole discretion and in accordance with applicable law, determines to be immaterial to the purposes of the Authority, the County, the Series 2009A Local Units and/or the Series 2009A Program. The Authority further reserves the right to reject all Proposals or otherwise take such action that the Authority, in its sole discretion and in accordance with law, shall determine to be in the best interests of the Authority, the County, the Series 2009A Local Units and/or the Series 2009A Program.

(h) Proposals are Property of the Authority; OPRA.

(i) Each Proposal, without any further act, shall be deemed to be the property of the Authority, and shall be prepared, reviewed, finalized, submitted and if applicable, presented, at the sole cost and expense of the Respondent, without payment or reimbursement for any portion thereof by or on behalf of the Authority.

(ii) Each Respondent, by submitting its Proposal and without any further act, acknowledges that the Proposal, now a public document owned by the Authority, is subject to review by the general public under the Open Public Records Act, constituting Chapter 73 of the Pamphlet Laws of 1963 of the State, and the acts amendatory thereof and supplemental thereto (as codified at N.J.S.A. 47:1A-1 et seq., “OPRA”).

(iii) To the extent the Respondent desires to claim that a portion of its Proposal constitutes trade secrets and proprietary commercial or financial information that is expressly precluded from public disclosure pursuant to N.J.S.A. 47:1A-1.1 of OPRA or such other applicable exception to OPRA, and therefore such portion should be withheld from public disclosure, such Respondent must comply with the provisions of Section 3.3(j) of this 2013 RFP No. 2.

## **Section 1.6 Confidentiality**

(a) Confidential Information shall consist of all information and documents provided through the 2013 RFP No. 2 Dropbox Folder and any other information made available to Respondents that is designated as confidential.

(b) By registering pursuant to Sections 1.5(d) and 2.3 of this 2013 RFP No. 2 prospective Respondents acknowledge that all Confidential Information is critically important, could be of significant commercial value to competitors, and is being disclosed solely for the limited purpose contemplated by this RFP. Accordingly, each prospective Respondent acknowledges, covenants and agrees that:

(i) all Confidential Information shall be and remain the property solely of Tioga Energy ABC;

(ii) it will use the Confidential Information solely for the purpose of preparing and submitting a Response to the 2013 RFP No. 2 and for no other purpose whatsoever; and

(iii) all Confidential Information will be kept secret and strictly confidential, and neither the prospective Respondent nor any of its subsidiaries or affiliates, or any of their partners, directors, officers, employees, consultants, agents, representatives and internal and external legal, investment and other professional advisors, attorneys or representatives (collectively, the “*Additional Parties*”) will directly or indirectly (1) disclose any Confidential Information to third parties, nor (2) use any of the Confidential Information other than as permitted herein. The prospective Respondent shall not copy, reproduce, photograph or otherwise make any image of any of the Confidential Information, except in connection with the 2013 RFP No. 2 or to the extent such Confidential Information is required to be retained to comply with applicable governing law or regulation. The prospective Respondent shall take all reasonable steps necessary to protect the Confidential Information and to avoid unauthorized or inadvertent disclosure, use, or publication of such Confidential Information, including taking, without limitation, all actions as it uses with respect to its own most valued confidential information.

(c) If the prospective Respondent is not selected as the Successful Respondent, then such prospective Respondent shall immediately return all Confidential Information and all copies thereof, or at the option of Tioga Energy ABC, destroy all Confidential Information, including without limitation, all copies, excerpts, notes, summaries, records, computer data or other tangible information based on or containing any Confidential Information, and upon completion of such destruction, shall certify to same.

(d) The confidentiality obligations in this 2013 RFP No. 2 shall survive the selection of a Successful Respondent.

## ARTICLE II

### INITIAL ACTION BY RESPONDENTS

#### Section 2.1 2013 RFP No. 2.

(a) The 2013 RFP No. 2 may be downloaded by Respondents from the Authority's website (<http://www.co.morris.nj.us/improvement/>). AS SOON AS RESPONDENTS DOWNLAOD THIS 2013 RFP No. 2, PLEASE REGISTER IN ACCORDANCE WITH SECTION 2.3 OF THIS 2013 RFP No. 2.

(b) In making copies of this 2013 RFP No. 2 available on the terms set forth in this Section 2.1, the Authority's sole purpose is to obtain Proposals from Respondents in order to select a Successful Respondent. In making this 2013 RFP No. 2 available, the Authority is not intending to confer, and shall not confer, a license or grant of its consent or permission as to any other use of this 2013 RFP No. 2 by potential Respondents.

#### Section 2.2 Authority Contact Persons.

(a) All comments and questions concerning any facet of this 2013 RFP No. 2, including the corresponding procedures and requirements, must be addressed, in writing, at the times established in the Proposed Schedule for this 2013 RFP No. 2 as set forth in **Exhibit 3** to this 2013 RFP No. 2, and as follows to the following Authority Contact Persons:

(i) If via hard copy, to John Bonanni, the Authority Chairman, at the address set forth in Section 1.5(f)(i) of this 2013 RFP No. 2;

(ii) If via e-mail, to Deborah S. Verderame, Esq. of Inglesino, Pearlman, Wyciskala & Taylor, LLC, Counsel to the Authority, at [dverderame@iandplaw.com](mailto:dverderame@iandplaw.com).

(b) The Authority, in its sole discretion and in accordance with law, reserves the right to respond or not, and if it chooses to respond, to make such question and answers available to the entire group of potential Respondents, through a posting of questions and answers on its website, through an addendum to this 2013 RFP No. 2, through an e-mail to the Respondent Contact Persons, or otherwise.

(c) The Authority and its advisors shall not respond to any questions or comments concerning this 2013 RFP No. 2 by telephone or during an in-person meeting prior to the award to the Successful Respondent, except for the forum of any interviews authorized and conducted by the Authority; provided, however, that this shall not preclude the Authority and its advisors from seeking clarification of a particular Proposal received from a Respondent through any available means, in order to assist the Authority in its Evaluation Criteria analysis, all as contemplated by Section 4.2 of this 2013 RFP No. 2.



### **Section 2.3 Respondent Registration.**

(a) In order to be considered as the Successful Respondent and in order to access certain important information from the 2013 RFP No. 2 Dropbox Folder needed to prepare its Proposal, each Respondent must register with the Authority's consultant providing information pursuant to Section 2.3 of this 2013 RFP No. 2, including the following: (i) a statement that such Respondent intends to submit a Proposal, and (ii) providing its Respondent Contact Person (as defined in **Exhibit 1** herein) and contact information (**name, company, address, phone, cell, fax, and e-mail address**) for any and all communication with the Respondent during this 2013 RFP No. 2 timeframe. There is no penalty for registering as a Respondent, and then ultimately determining in good faith not to submit a Proposal. ACCORDINGLY ALL POTENTIAL RESPONDENTS ARE ENCOURAGED TO REGISTER IMMEDIATELY UPON RECEIVING A COPY OF THE 2013 RFP NO. 2.

(b) Any changes to any information in the 2013 RFP No. 2, including any future addenda amending or supplementing any terms, shall be posted to the 2013 RFP No. 2 Dropbox Folder; notification of such additions to the 2013 RFP No. 2 Dropbox Folder will be provided to the Respondent Contact Person via email. In the event of an amendment to the 2013 RFP No. 2, a statement will also be added to the Authority website page from which the 2013 RFP No. 2 may be downloaded. Prospective Respondents should register immediately upon downloading the 2013 RFP No. 2 from the website or otherwise receiving a copy of the 2013 RFP No. 2 from the Authority or an Authority representative. Registration should be made by e-mailing the required information in clauses (i) and (ii) above to Annie Collart at [acollart@iandplaw.com](mailto:acollart@iandplaw.com) and mailing a copy to Inglesino, Pearlman, Wyciskala & Taylor, LLC, c/o Annie Collart, 600 Parsippany Road, Parsippany NJ 07095.

(c) By registering for the 2013 RFP No. 2, each Respondent thereby agrees to the terms and conditions relating to confidentiality as outlined in Section 1.6 of this 2013 RFP No. 2.

### **Section 2.4 2013 RFP No. 2 and Notice of 2013 RFP No. 2.**

The 2013 RFP No. 2 and the Notice of RFP were authorized for issuance pursuant to resolution of the Authority adopted by its governing body on October 2, 2013, a copy of which has been posted to the 2013 RFP No. 2 Dropbox Folder. The Notice of RFP is set forth as **Exhibit 1** to this 2013 RFP No. 2 and was posted on the Authority's website (<http://www.co.morris.nj.usimprovement/>). Should there be any conflict in terms between the Notice of RFP and this 2013 RFP No. 2, the provisions of this 2013 RFP No. 2 shall control. This 2013 RFP No. 2 shall be made available in accordance with the terms of Section 2.1 of this 2013 RFP No. 2 from its date until the Due Date for all Proposals.

## **Section 2.5    Site Access.**

A pre-proposal submission meeting has not been scheduled for this 2013 RFP No. 2. Should a Registered potential Respondent desire access to the sites, such Respondent should submit a question pursuant to the process designated in Section 3.3(c) hereof, requesting such access. The Authority will endeavor to provide access upon such request subject to Series 2009A Local Unit cooperation and sufficient notice from the Respondent.

## ARTICLE III

### PROCEDURES FOR SUBMISSION OF PROPOSALS

#### Section 3.1 Substantive Requirements for Proposals.

In order to be responsive, Proposals must include all of the information required in this Section 3.1 of this 2013 RFP No. 2. Notwithstanding the foregoing, Section 3.1(e) is included in this Section of this 2013 RFP No. 2 because if such changes are to be proposed to the Consent No. 4, they must be disclosed at the time of the submission of the Proposal, and be included in the Proposal. Accordingly, the inclusion of Section 3.1(e) in the following litany is NOT intended to require that a Respondent submits material changes to Program Documents through the Consent No. 4 (note that material changes to Program Documents are negatively viewed in the Section 4.2 Evaluation Criteria).

**NOTE: THIS 2013 RFP No. 2 IS BEING DISTRIBUTED IN ORDER TO SELECT A SHORT TERM MANAGER/OWNER FOR THE 2009A PROGRAM. DURING THE SUCCESSFUL RESPONDENT'S TERM THE AUTHORITY ANTICIPATES ISSUING ANOTHER RFP FOR A NEW PARENT COMPANY TO ASSIGN THE INTERESTS UNDER THE PROGRAM DOCUMENTS FOR THE REMAINDER OF THE TERM OF THE PRIOR PROGRAM DOCUMENTS. THE SUCCESSFUL RESPONDENT SELECTED PURSUANT TO THIS 2013 RFP No. 2 MUST STATE IN ITS RESPONSE THAT IT ACKNOWLEDGES AND AGREES THAT THE AWARD PURSUANT TO THIS 2013 RFP No. 2 IS FOR A SHORT TERM BASIS AS FINALLY SET FORTH BY THE DATE OR PARAMETERS OF THE AUTHORITY'S AWARD TO THE SUCCESSFUL RESPONDENT AND FURTHER THAT IT WILL PROMPTLY ASSIGN ITS RIGHTS OBTAINED UNDER AND PURSUANT TO THIS 2013 RFP No. 2 AND ANY AGREEMENT EXECUTED IN CONNECTION HEREWITH (INCLUDING CONSENT NO. 4) TO THE NEW PARENT COMPANY (WHICH MAY BE AN AFFILIATE OF THE SUCCESSFUL RESPONDENT) WHEN REQUESTED TO DO SO BY THE AUTHORITY. THE SHORT TERM MANAGER/OWNER SHALL NOT BE PRECLUDED FROM BECOMING THE NEW PARENT COMPANY.**

(a) Proposals must include the legal name of the Respondent and a statement identifying the Respondent as a sole proprietor, joint venture, partnership, single purpose entity, corporation or other legal entity, as appropriate. Tioga Morris, which, after the Temporary ABC Assignment, will be 100% owned by the Short term Manager/Owner, shall continue to own and operate the Renewable Energy Projects. The Proposal must set forth the Short Term Manager/Owner that will sign the Consent No. 4, which, by its terms, will consent to the prior assignment of the membership interest of Tioga Morris to the Trustee under the Company Pledge Agreement. The original Proposal shall be executed by the person or persons legally authorized to bind the Respondent. A Proposal by a limited liability company or corporation shall further set forth the state of organization or incorporation, as applicable, and whether the Respondent

and Short Term Manager/Owner are qualified to transact business in the State as a foreign corporation or other business entity. The Short Term Manager/Owner will be required to have a business registration certificate included in its Proposal (see <http://www.state.nj.us/treasury/revenue/busregcert.shtml> ). A Proposal submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Respondent.

(b) Proposals must also include the following information about the Respondent:

(i) *Respondent History / Qualification.* Provide a detailed history of Respondent and a statement of qualifications including a description of comparable services provided for comparable projects including dates. Respondent must demonstrate that the key personnel that will be responsible for managing the performance of Company Services have a minimum of three (3) years experience of the ongoing operations, maintenance, billing and asset management of Renewable Energy Projects of a similar size and scope (not all joint venture partners need comply, although lack of experience of the entire team can be considered negatively in the Evaluation Criteria), and provide at least three (3) references, including contact information, for projects of similar size and scope.

(ii) *Financial Qualifications.* Provide evidence that Respondent has the financial ability to cause Tioga Morris to perform the required Company Services. Respondent must provide complete financial statements, including the following statements for the current fiscal year-to-date and the prior fiscal year: balance statement (detailing cash and cash equivalents, current assets, current liabilities, stockholder equity), statement of operations (detailing pre-tax earnings) and statement of cash flows. The Respondent shall also submit any other information that the Respondent believes to be relevant to demonstrate its financial strength. In the case of a subsidiary, statements must provide information with respect to the operating entity. The Authority reserves the right to submit the financial statements to the rating agencies in connection with the rating agencies review of an Authority's Series 2009A Bonds. The rating agencies have agreed to keep the content of said financial statements confidential, although the Authority shall not be responsible to Respondent should the rating agencies act in a different manner.

(c) Proposals must also include the Proposal Price, as defined in **Appendix D-A-1**, which, in the Proposal Price category of Management/Ownership, and Invoicing and Monitoring, shall not exceed \$10,000 per month under (i) the deviation price of the Monthly Proposal Price, as defined in **Appendix D-A-1**, (ii) the monthly average of the Annual Proposal Price, as defined in **Appendix D-A-1**, or (iii) the monthly average of any Guaranteed Term Proposal Price, as defined in **Appendix D-A-1**. During the period of the Temporary ABC

Assignment, any deviation in expenditure from the amounts set forth in **Appendix D-A-1**, which is greater than the lesser of five percent (5%) of the stated amount or \$5,000, must be approved by the Authority in writing.

- (d) The following attachments must be included in the Proposal:
  - (i) Proposal Form A-1 Proposal Price Quotation Sheet
  - (ii) Proposal Form A-2 Respondent Information / Cover Letter Form;
  - (iii) Proposal Form A-6 Ownership Disclosure Statement;
  - (iv) Proposal Form A-7 Non-Collusion Affidavit;
  - (v) Proposal Form A-8 Consent to Investigation;
  - (vi) Proposal Form A-9 Statement of Respondent's Qualifications (including all information requested therein);
  - (vii) Proposal Form A-10 Acknowledgement of Receipt of Addenda (if any);
  - (viii) Proposal Form A-11 Sealed Proposal Checklist (See **Appendix D-A-14**);
  - (ix) Proposal Form A-13 Affirmative Action Compliance Notice
  - (x) Proposal Form A-14 Proposal Checklist
  - (xi) Either:
    - (a) Proposal Form A-4 Agreement for Proposal Security in Lieu of Proposal Bond, or
    - (b) Proposal Form A-5 Proposal Bond

(e) The Authority has taken great care to craft the Series 2009A Program, and as discussed elsewhere in this 2013 RFP No. 2, has received all approvals of the applicable governing bodies, including the State, for this Series 2009A Program. Accordingly, the Authority does not intend to accept any material changes to the forms of the Program Documents as posted to this 2013 RFP No. 2, and Respondents should be aware that any such proposed changes could be a negative factor in any Evaluation Criteria. However, if a Respondent believes it is absolutely necessary to materially change any of the terms and provisions of the

Program Documents as posted to this 2013 RFP No. 2 Dropbox Folder, Respondent *must* include said changes in its Proposal at the time of submission, along with a detailed explanation clearly setting forth justification for the proposed changes. The Authority reserves the right, in its sole discretion and in accordance with applicable law, to determine whether or not to accept or reject any proposed material changes to the form of such Program Documents through Consent No. 4.

### **Section 3.2 Proposals Governed by Applicable Law.**

In order for the Authority to consider a Proposal, any such Proposal, and the terms it proposes with respect to the Company Services, must comply with all applicable law. The Authority suggests that each Respondent take particular note of the following:

(a) The provisions of Article I of this 2013 RFP No. 2 that guided the structure of this Series 2009A Program, and to which the Authority must adhere.

(b) As necessary for maintenance, any Successful Respondent and its subcontractors, if any, must comply with all “Buy American” statutes and regulations, including N.J.S.A. 40A:11-18. Given the lack of regulations interpreting N.J.S.A. 40A:11-18, the Authority reserves the right to accept non-domestic materials under this 2013 RFP No. 2 in accordance with guidance provided by N.J.S.A. 52:33-2 and 52:33-3 in the event: (i) it determines the use of domestic materials is “impractical” or “inconsistent with the public interest;” (ii) it determines that the cost of using domestic materials is “unreasonable;” or (iii) domestic materials of the class or kind sought are not mined, produced, or manufactured, as the case may be, in the United States in commercial quantities and of a quality satisfactory to the Authority.

(c) Respondent(s) shall not offer any gratuities, favors, or anything of monetary value to any official or employee of the Authority, any Authority consultant working on this 2013 RFP No. 2 or the State for the purpose of influencing consideration of any Proposal. Any attempt shall be reported to the proper law enforcement authorities.

### **Section 3.3 Procedural Requirements and Other Matters for Proposals.**

(a) One (1) original and nine (9) copies of a fully authorized, completed (in accordance with the terms of this 2013 RFP No. 2, including Section 5.1 hereof), executed and sealed (either opaque envelopes or boxes may be used if necessary or desirable, so long as the Respondent and RFP are clearly marked on the outside). Proposals are due from Respondents by 10:00 a.m., Eastern time, October 25, 2013 (time is of the essence, the “*Due Date*”), to be delivered to the following address:

- (i) The Morris County Improvement Authority  
Administration and Records Building  
10 Court Street  
P.O. Box 900

Morristown, New Jersey 07963-0900  
Attention: John Bonanni, Chairman

(ii) Immediately thereafter, Proposals will be opened and acknowledged as timely received. For each such Proposal, the Respondent and Proposal Price shall be publicly read by or on behalf of the Authority. No further action is required to be taken on the Due Date. Proposals received after that time and date will be returned unopened. The Respondents shall assume full responsibility for timely delivery at the location designated for the receipt of Proposals.

(iii) See Section 3.3(j) of this 2013 RFP No. 2 for the option of submitting a redacted version of the Proposal under OPRA.

(b) The Proposal should be accompanied by a PDF of the Proposal on a CD-ROM or other disc or flash drive.

(c) All comments and questions concerning any facet of this 2013 RFP No. 2, including the corresponding procedures and requirements for submitting the Proposal, must be addressed in writing, no later than the time established in the Proposed Schedule for the Series 2009A Program set forth in **Exhibit 3** to this 2013 RFP No. 2,

(i) if via hard copy, to the following address:

The Morris County Improvement Authority  
Administration and Records Building  
10 Court Street, P.O. Box 900  
Morristown, New Jersey 07963-0900  
Attention: John Bonanni, Chairman; or

(ii) If via e-mail, to Deborah S. Verderame, Esq., of Inglesino, Pearlman, Wyciskala & Taylor, LLC, Counsel for the Authority, at [dverderame@iandplaw.com](mailto:dverderame@iandplaw.com)

(d) Oral or telephonic Proposals, and letter Proposals (without meeting the requirements of this 2013 RFP No. 2) are invalid and will not receive consideration by the Authority.

(e) The Authority presumes that Submission of a Proposal signifies careful examination of this 2013 RFP No. 2 by the Respondent, and a complete understanding by the Respondent of the nature, extent and location of the Company Services to be performed as part of the Series 2009A Program, and a thorough due diligence of the Local Unit Facilities of the Series 2009A Local Units with respect to the contemplated Renewable Energy Projects. Accordingly, prior to submitting a Proposal, each Respondent shall make all investigations and

examinations necessary to ascertain conditions and requirements affecting provision of the proposed Company Services. Failure to make such investigation and examinations shall not relieve the Successful Respondent of the obligation to comply, in every detail, with all provisions and requirements, nor shall it be a basis for any claim whatsoever for alteration in any provision required by this 2013 RFP No. 2 or the Program Documents.

(f) During the 2013 RFP No. 2 process and prior to the award to a Successful Respondent, no contact shall be made by any prospective Respondent, or any of their agents or advisors or contract parties, including subcontractors and counsel, with any board member or staff of the Authority, the County or the Series 2009A Local Units, or any of their agents, advisors or contract parties, except as expressly provided for in this 2013 RFP No. 2. Failure to abide by these guidelines is cause for an automatic rejection of an otherwise qualified Proposal. Respondents are responsible for the actions of their agents, advisors or contract parties.

(g) The Proposals and any information made a part of the Proposals shall become part of the Authority official files without any obligation on the Authority's part to compensate, or return them to, the individual Respondent(s).

(h) This 2013 RFP No. 2 and the Successful Respondent's Proposal may, by reference, become part of any formal contract between the Authority and Respondent, including Consent No. 4. Only the due authorization, execution and delivery by the Successful Respondent, the Authority, and any other party or parties to the Consent No. 4 creates a valid and binding obligation of all such entities, notwithstanding any award to a Successful Respondent, which award is and shall be conditional until and unless such Program Documents are so authorized, executed and delivered, at which time all of the Program Documents are binding against Tioga Morris, the membership interest in which shall, at such time and going forward, be owned by the Successful Respondent.

(i) The following is the Authority's policy regarding modification or withdrawal of Proposals:

(i) A Proposal may not be modified, withdrawn or canceled by the Respondent for a period of **sixty (60) days** from the Proposal submission due date, and each Respondent agrees to this condition in submitting a Proposal, although the Authority reserves the right to request a Respondent to clarify certain terms of its Proposal; and

(ii) Proposals submitted prior to the time and date designated for receipt of Proposals may be modified or withdrawn by notice from the Respondent Contact Person to an Authority Contact Person up until the time and Due Date for the receipt and opening of Proposals. Such notice shall be in writing over the signature of an authorized officer of the Respondent. Such Respondent should be careful so that any information set forth in the previously submitted Proposal, such as a Proposal Price, shall not be revealed through this process.



(iii) Reserved.

(j) The following is the Authority's policy regarding confidentiality of materials within the Proposal:

(i) If a Respondent believes that any portion of its Proposal constitutes trade secrets and proprietary commercial or financial information that is expressly precluded from public disclosure pursuant to N.J.S.A. 47:1A-1.1 of OPRA or such other applicable exception to OPRA, and therefore such portion should be withheld from public disclosure, it is the responsibility of the Respondent to identify such information in its Proposal, or at the Authority's discretion, subsequent to the submission of the Proposal, in accordance with the provisions of clause (v) below;

(ii) Proposals received in response to this 2013 RFP No. 2 shall not be discussed or otherwise made available to the public or any other Respondent until a Successful Respondent shall have been selected and an agreement has been executed between the Parties. Disclosure shall be subject to the provisions of OPRA;

(iii) The Successful Respondent shall establish and maintain procedures and controls that are acceptable to the Authority for the purpose of assuring that information provided by the Authority remains confidential;

(iv) All information identified by a Respondent as confidential and proprietary in nature shall be kept confidential by the Authority only after receiving a written determination, from counsel or from some applicable government authority, as to whether the information qualifies as confidential and proprietary. Should the Authority determine that such information must be provided to the public, the said information shall not be disclosed without first notifying the Respondent in writing.

(v) A Respondent claiming that any portion of its Proposal constitutes trade secrets and proprietary commercial or financial information that is expressly precluded from public disclosure pursuant to N.J.S.A. 47:1A-1.1 of OPRA or such other applicable exception to OPRA shall:

(A) Expressly state such position and request such treatment, in the cover letter accompanying the Proposal or elsewhere clearly marked in the Proposal;

(B) Provide an accompanying affidavit of an authorized officer of the Respondent supporting the reasoning for such exclusion; and

(C) Provide one (1) additional copy of the Proposal, with the confidential information redacted using any reasonable means, along with a CD-ROM disk of the redacted Proposal in PDF format, both included in a sealed envelope marked "Redacted Version of Proposal submitted by [fill in name of Respondent] for OPRA purposes". The Authority reserves the right to make all determinations under OPRA regarding whether the redacted material is entitled to any such OPRA exception, so long as the Authority notifies the Respondent Contact Person in writing prior to responding to any valid OPRA request through the Authority's dissemination of the Proposal in response to any such valid OPRA request, but only if the Authority disagrees with the Respondent as to the OPRA exception sought for any portion of the redacted Proposal. Further, the Authority reserves the right to request another redacted version of the Proposal (and accompanying CD-ROM) to the extent the Authority so disagrees as to the applicability of any such OPRA exception to any portion of the redacted Proposal submitted by the Respondent.

### **Section 3.4 Clarification of Proposals.**

(a) Each Respondent shall carefully examine the Local Unit Facilities, if applicable, and this 2013 RFP No. 2, and thoroughly familiarize themselves with all RFP requirements prior to submitting a Proposal. Should a Respondent find discrepancies or ambiguities in, or omissions from, this 2013 RFP No. 2, or should the Respondent be in doubt as to the meaning of any provision in this 2013 RFP No. 2, Respondent shall at once, and in any event, not later than five (5) business days prior to the proposal due date, and only through the Respondent Contact Person, submit to the Authority a written request for interpretation or correction thereof (see Section 3.4(c) of this 2013 RFP No. 2). The Respondent Contact Person will be responsible for its prompt delivery to the Authority via the methodology permitted in Section 3.4(c) of this 2013 RFP No. 2. Each Respondent is responsible for confirming receipt of any facsimile or email materials to the Authority.

(b) Any interpretation or correction of this 2013 RFP No. 2 will be made by the Authority only by written addenda. Respondents will be provided notice of any such addenda through the Authority's website and via email to the Respondent Contact Person. The Authority will post the addenda to the 2013 RFP No. 2 Dropbox Folder. No allowance will be made after Proposals are received for oversight, omission, error, or mistake by the Respondent or by the Authority or other Series 2009A Program participants, including by the County or the Series 2009A Local Units; although by their submission of the Proposals, and without any

further act, Respondents acknowledge that any such oversight, omission, error, or mistake by the Authority, the County or the Series 2009A Local Units, if any, shall be deemed to be immaterial, and waived by the Respondent in any event. Addenda so issued will become part of this 2013 RFP No. 2 and receipt and review thereof by the Respondent shall be acknowledged in their Proposal.

(c) The Authority reserves the right to clarify any provision of any timely received and properly completed Proposal, in any manner suitable to the issue, whether through interview, meeting, written request for clarification to any one or more Respondents or to all similarly situated Respondents, through telephone call, telecopy, e-mail through the Respondent Contact Person or otherwise.

### **Section 3.5 No Tax Advice Offered; Tax Equity.**

**BY ACCEPTING THIS 2013 RFP No. 2, AND WITHOUT ANY FURTHER ACT, RESPONDENTS ARE DEEMED TO HAVE AUTOMATICALLY ACCEPTED THE FOLLOWING, REGARDLESS OF WHETHER OR NOT THEY SUBMIT A PROPOSAL: IT SHALL BE EXPRESSLY UNDERSTOOD BY ALL POTENTIAL AND ACTUAL RESPONDENTS, INCLUDING THE SUCCESSFUL RESPONDENT, THAT SUCH RESPONDENTS SHOULD CONSULT WITH, AND RELY UPON, THEIR OWN TAX ADVISORS IN CONNECTION WITH ALL FEDERAL AND STATE TAX MATTERS IN THIS 2013 RFP No. 2, INCLUDING THE INTERPRETATION OF ANY PROGRAM DOCUMENTS, AND THAT NONE OF THE AUTHORITY, THE COUNTY, THE SERIES 2009A LOCAL UNITS, NOR THEIR ADVISORS, ARE RENDERING ANY ADVICE OR OPINION IN CONNECTION WITH SUCH TAX MATTERS.**

(a) Please note that all documents provided to the Authority relating to the Project Company and this 2013 RFP No. 2 have been provided in the 2013 RFP No. 2 Dropbox Folder. We are not in possession of any documents relating to the Project Company's tax basis, tax elections, or any other information pertaining to the tax implications of the Projection Company. However, based on information and belief, and not to be relied upon, the original owners elected the 1603 grants and not the ITC.

(b) Tax Equity Investment. Firststar was not a party to the original transaction but became a tax equity investor via Consent No. 1 in 2010. Tioga ABC has represented to the Authority that the Firststar component of this deal has since been unwound and Firststar has no current interests in the Project Company. It is currently unclear what level of depreciation Firststar took during the period of its investment. The Authority anticipates that the Successful Respondent will have the opportunity to review the tax equity documents prior to the Temporary ABC Assignment.

### **Section 3.6 Discretion Regarding Proposals**

(a) Respondents are permitted to submit multiple bids with different partners for this 2013 RFP No. 2.

## **ARTICLE IV**

### **AWARD TO SUCCESSFUL RESPONDENT**

#### **Section 4.1 Submitted Proposals and Review Methodology.**

(a) Timely submitted and properly completed Proposals shall be opened in accordance with Section 3.3(a) (ii) of this 2013 RFP No. 2.

(b) The Authority, together with its evaluation team, shall review such Proposals in accordance with the Evaluation Criteria set forth in Section 4.2 of this 2013 RFP No. 2. The Authority shall use commercially reasonable efforts to keep to the schedule set forth in **Exhibit 3** to this 2013 RFP No. 2, but failure to do so shall not serve as the basis for any challenge under this 2013 RFP No. 2, to which all Respondents acknowledge and agree by their submission of their Proposal.

(c) The Authority reserves the right to conduct one or more interviews with qualified Respondents prior to any award to a Successful Respondent for clarification of any response to this 2013 RFP No. 2; however, the Authority is under no obligation to conduct such an interview. The Authority shall determine the scope of the interview at such time, which may include a forum for response to questions, and/or a presentation from the Respondents. Any such interview shall not be a forum to engage in negotiation of Company Services or the material terms of Program Documents. By the submission of a Proposal and without any further action, each Respondent specifically acknowledges that it has accepted both the scope of Company Services to be performed by its subsidiary, Tioga Morris, and the material terms of the Program Documents. Failure to comply with an interview request may disqualify a Respondent from consideration under this 2013 RFP No. 2.

(d) Proposals submitted by Respondents shall be irrevocable by them for sixty (60) days from the date of opening by the Authority. The Authority may seek clarification from one or more Respondents concerning their respective Proposals in accordance with Section 3.4 of this 2013 RFP No. 2.

#### **Section 4.2 Evaluation Criteria.**

The Authority, in combination with its evaluation team, shall review each properly completed and timely submitted Proposal applying the following economic and non-economic criteria (the "*Evaluation Criteria*"), in accordance with all applicable law, in determining the Successful Respondent. The Authority reserves the right to apply different weight to any one or more of the following Evaluation Criteria, as the Authority, in its sole discretion and in accordance with law, shall determine to be in the best interests of the Authority, the County, the Series 2009A Local Units and the Series 2009A Program.

(a) The Proposal Price and the other information supplied on Form A-1, along with any other relevant factors of economic value to the Authority, the County, and/or the Series 2009A Local Units supplied by Respondent in their Proposal.

(b) The Respondent's general approach and plans in meeting the requirements of this 2013 RFP No. 2.

(c) The Respondent's detailed approach and plans to cause Tioga Morris to perform the Company Services required under the Program Documents in connection with the operation and maintenance of the Renewable Energy Projects on the Local Unit Facilities for all of the Series 2009A Local Units.

(d) The Respondent's documented experience in successfully managing contracts of a similar size and scope to those required by this 2013 RFP No. 2, including the Program Documents.

(e) The qualifications of the Respondent's management, supervisory and other key staff assigned to cause Tioga Morris to perform the Company Services under the Program Documents, with emphasis upon documented experience in successfully completing contracts of a similar size and scope to those required by this 2013 RFP No. 2.

(f) The overall ability of the Respondent to mobilize, undertake and successfully and timely cause Tioga Morris to complete the Company Services under the Program Documents. This judgment will include the qualifications, number, and availability of management, supervisory and other key staff assigned to this transaction and the Respondent's management plan to cause Tioga Morris to perform the Company Services under the Program Documents.

(g) The financial strength of the Respondent and the proposed Short Term Manager/Owner.

(h) The extent to which the Respondent proposes material changes to the Program Documents, as discussed in Section 3.1 of this 2013 RFP No. 2.

(i) Reserved.

(j) The Authority reserves the right to waive immaterial, non-conforming components in any Proposal. Materiality shall be determined by the Authority, in its sole discretion and in accordance with law, and in making such determination, the Authority may take into account the overall best interests of the Authority, the County, the Series 2009A Local Units and the Series 2009A Program. The Authority further reserves the right to adjust the scoring percentages as it proceeds through the evaluation process.

### **Section 4.3 Basis of Award.**

(a) After (i) review of all timely submitted and complete Proposals, (ii) any clarification authorized by Section 3.4 of this 2013 RFP No. 2, (iii) any interview process contemplated by Section 4.1(c) of this 2013 RFP No. 2, and (iv) applying the Evaluation Criteria set forth in Section 4.2 of this 2013 RFP No. 2, the Authority, by resolution of its governing body, may recommend to Tioga ABC the Successful Respondent for the ABC Assignment, which, by its terms, would effectively assign the Company Services contemplated by this 2013 RFP No. 2 and to be performed by Tioga Morris, now to be owned by the entity named by the Respondent in its Proposal, to the Respondent (now the Successful Respondent) that the Authority, in its sole discretion and in accordance with law, shall determine to be in the best interests of the Authority, the County, the Series 2009A Local Units and/or the Series 2009A Program.

(b) Only the due authorization, execution and delivery by the Successful Respondent, the Authority, and any other party or parties to the Program Documents creates a valid and binding obligation of all such entities, notwithstanding any award to a Successful Respondent, which award is and shall be conditional until and unless an agreement between the Parties is authorized, executed and delivered.

(c) Following the evaluation and award, the Authority shall issue a report concerning the 2013 RFP No. 2 process and award. At their request, such report shall be made available to all Respondents.

(d) The Authority's selection of the Successful Respondent is a recommendation to the Tioga Energy ABC.

### **Section 4.4 Rejection of Proposals.**

(a) Proposals may be rejected without review because they have been submitted on an untimely basis or not otherwise in conformity with the requirements of this 2013 RFP No. 2, which requirements the Authority is entitled to strictly construe.

(b) This 2013 RFP No. 2 does not commit the Authority to the awarding of a Successful Respondent, or the ABC Assignment, or the execution of Consent No. 4 with the Successful Respondent. Moreover, the Authority's selection is merely a recommendation to the Tioga Energy ABC, which must sign Consent No. 4 in order for the ABC Assignment to be effective.

(c) The Authority reserves the right to reject specific Proposals if not submitted by the time, Due Date, manner and at the place designated in this 2013 RFP No. 2, or if not completed in conformance with the terms of this 2013 RFP No. 2. The Authority further reserves the right to waive any defects in specific Proposals that the Authority, in its sole discretion and in accordance with law, determines to be immaterial to the purposes of the

Authority, the County, the Series 2009A Local Units and the Series 2009A Program. The Authority further reserves the right to reject all Proposals or otherwise take such action that the Authority, in its sole discretion and in accordance with law, shall determine to be in the best interests of the Authority, the County, the Series 2009A Local Units and the Series 2009A Program.

(d) Once a Successful Respondent has been selected, the other Respondents will be notified that their Proposals have been rejected.

**Section 4.5 Reserved.**



## ARTICLE V

### CERTAIN GENERAL MATTERS

#### Section 5.1 Proposal Checklist.

(a) For a Proposal to be complete, and be reviewed, considered, and reported on by or on behalf of the Authority, each Respondent must submit all items required for submission as set forth in the Proposal Checklist attached hereto as **Appendix D-A-14**. This Proposal Checklist should be the first page of Respondent's Proposal. See **Appendix D** to this 2013 RFP No. 2 for a list of the forms to be included in each Proposal as Exhibit A to each such Proposal.

(b) **IMPORTANT NOTE:** Please note that all items set forth in the Proposal Checklist, attached hereto as **Appendix D-A-14**, must be submitted with the original Proposal, or else the Authority shall reject the Proposal without substantive review. Failure to provide all such items shall, in and of itself, cause the Proposal to contain a fatal, non-curative flaw.

(c) Reserved.

#### Section 5.2 Insurance.

(a) The Project Company is presently part of an insurance program that covers Tioga Energy ABC's entire portfolio of project companies; however, because the policy covers entities other than the Project Company, it is unclear whether the policy will be transferrable when the Successful Respondent assumes its ownership obligations. Thus, in order to ensure coverage does not lapse, the Successful Respondent will be required to present an insurance proposal (the "*Insurance Proposal*") that is consistent with the requirements set forth in the Program Documents, and pursuant to the exposure information provided in **Appendix E**. The Authority will be under no obligation to bind coverage pursuant to the Insurance Proposal, but if it does so, it will be paid for by the Project Company (and is not a component of the management/ownership fee). The Insurance Proposal must indicate the proposed price for coverage on an annual basis (the "*Insurance Proposal Price*"), which shall be the maximum amount the Project Company will be obligated to pay for insurance coverage, unless otherwise agreed to by the Authority. Furthermore, if the Authority does bind coverage under the Insurance Proposal, the Successful Respondent agrees to cooperate fully in requesting its insurance carrier to assign the policy to the New Parent Company when requested to do so by the Authority.

(b) All such insurance coverage, with the exception of Workers' Compensation, shall name Authority, the Series 2009A Local Units, and their employees, agents, officers and directors as additional insureds thereunder.

(c) In the event the Authority does bind coverage under the Successful Respondent's Insurance Proposal, evidence of such coverage being in place will be promptly delivered to the Authority prior to the assignment of the term of the PPA. All such coverage shall be endorsed to indicate that coverage will not be materially changed or canceled without at least thirty (30) days prior notice to the Authority, such prior notice being mandatory and not the best efforts of the carrier to notify. Prior to the expiration of the required coverage, the Successful Respondent will provide the Authority with evidence of the renewal of all coverage required on at least the same terms and conditions as originally required for the PPA. All contractors working for the Successful Respondent will also be required to maintain insurance coverage that is consistent with the requirements set forth in the Program Documents.

### **Section 5.3 Indemnification.**

(a) The Successful Respondent shall defend, indemnify, and save harmless the Authority, the County, the Series 2009A Local Units and as applicable their chairpersons, members, elected officials, officers, directors, employees and agents, from, and against all claims, suits, judgments, expense, fines, penalties assessments and costs of every kind and description, by reason of injury to persons or damage to property, resulting or alleged to result from any negligent act or omission of the Successful Respondent or his employees or agents, including, but not limited to expenses or claims related to environmental contamination, investigation, injury, remediation, remediation cost assessment, request for contribution or Natural Resource Damage claims.

(b) There are no indemnifications or representations being offered by the Authority, the County or the Local Units to the Successful Respondent with respect to this 2013 RFP No. 2

### **Section 5.4 Labor.**

(a) The Successful Respondent shall provide, at its own expense, qualified, union or licensed labor in the applicable trades where necessary. Respondent, at the Authority's request, will remove or replace any employee at our discretion. All Respondents shall include in their Proposal a list of potential subcontractors.

(b) The Successful Respondent agrees that it does not discriminate in the hiring or promotion of any minorities, as designated by the Equal Opportunity Commission of the United States of America, or the Department of Civil Rights of the State of New Jersey, and that it does not discriminate against any person or persons on the basis of race, creed, age, color, sex, national origin or handicap. In addition, the Successful Respondent affirms that it is in compliance with the requirements of P.L. 1975, c. 127 (N.J.S.A. 10:5-31, et seq.) and N.J.A.C. 17:27, et seq., as set forth in **Appendix C** hereto, and N.J.S.A. 10:5-31 and N.J.A.C. 17-27-1 et seq., as set forth in **Appendix D-A-13**.

(c) To the extent the Successful Respondent, its contractor or subcontractor, where applicable, will be undertaking any construction or maintenance activities associated with the Renewable Energy Project, each shall not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal opportunity shall include, but not be limited to the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

To the extent the Successful Respondent, its contractor or subcontractor, where applicable, will be undertaking any construction or maintenance activities associated with the Renewable Energy Project each will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

To the extent the Successful Respondent, its contractor or subcontractor, where applicable, will be undertaking any construction or maintenance activities associated with the Renewable Energy Project each will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or worker's representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

To the extent the Successful Respondent, its contractor or subcontractor, where applicable, will be undertaking any construction or maintenance activities associated with the Renewable Energy Project each agrees to comply with any regulations promulgated by the Treasurer of the State of New Jersey ("Treasurer"), pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

To the extent the Successful Respondent, its contractor or subcontractor, where applicable, will be undertaking any construction or maintenance activities associated with the Renewable Energy Project each shall, when hiring or scheduling workers in each construction trade, agree to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Division of Public Contracts Equal Employment Opportunity

Compliance in the Department of Treasury (“Division”) may, in its discretion, exempt a Successful Respondent, its contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, (i), (ii) and (iii), as long as the Division is satisfied that the Successful Respondent, its contractor or subcontractor is employing workers provided by a union which provided evidence, in accordance with standards prescribed by the Division, that its percentage of active “card carrying” members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. To the extent the Successful Respondent, its contractor or subcontractor, where applicable, will be undertaking any construction or maintenance activities associated with the Renewable Energy Projects each agrees that a good faith effort shall include compliance with the following procedures:

(i) If the Successful Respondent, its contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the Successful Respondent, its contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the Successful Respondent, its contractor or subcontractor is unable to obtain said assurance from the construction trade union at least five business days prior to the commencement of construction work, the Successful Respondent, its contractor or subcontractor agrees to afford equal employment opportunities to minority and women workers directly, consistent with this chapter.

If the Successful Respondent’s, its contractor’s or subcontractor’s prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the Successful Respondent, its contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the procedures prescribed under (ii) below; and the Successful Respondent, its contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(ii) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (i) above, or if the Successful Respondent, its contractor or subcontractor does not have a referral agreement or arrangement with a union for

a construction trade, the Successful Respondent, its contractor or subcontractor agrees to take the following actions:

(A) To notify the Public Agency Compliance Officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(B) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(C) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(D) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;

(E) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions:

(F) To adhere to the following procedures when minority and women workers apply or are referred to the contractor or subcontractor:

(I) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. To the extent the Successful Respondent, its contractor or subcontractor, where applicable, will be undertaking any construction activities associated with the Renewable Energy Projects

each shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a Successful Respondent, its contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the Successful Respondent, its contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (iii) below.

(II) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in paragraph (I) above, whenever vacancies occur. At the request of the Division, the Successful Respondent, its contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(III) If, for any reason, said Successful Respondent, its contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the Successful Respondent, its contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.

(G) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.

(iii) The Successful Respondent, its contractor or subcontractor agrees that nothing contained in (ii) above shall preclude the Successful Respondent its contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall agreement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the

apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (ii) above without regard to such agreement or arrangement; provided further, however, that the Successful Respondent, its contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by the practice in the area for said construction trade. Also, the Successful Respondent, its contractor or subcontractor agrees that, in implementing the procedures of (ii) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

(iv) After notification of award, but prior to signing a construction contract, the Successful Respondent, or its contractor shall submit to the public agency compliance officer and the Division an Initial Project Workforce (Form AA201) provided to the public agency by the Division for distribution to and completion by the Successful Respondent and its contractor, in accordance with N.J.A.C. 17:27-7. The Successful Respondent and its contractor also agree to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer. The contractor agrees to cooperate with the public agency in the payment of budget funds, as is necessary, for on the job and/or off-the-job programs for outreach and training of minority and women.

(v) To the extent applicable, the Successful Respondent, its contractor and its subcontractors shall furnish such reports or other documents to the Division as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code N.J.A.C. 17:27.

## **Section 5.5 Licenses and Laws**

(a) All entities performing any of the work in installing and/or maintaining the systems for the Renewable Energy Projects on behalf of the Respondent must be classified by the State of New Jersey, Department of Treasury, Division of Property Management and Construction, for the Services requested in this 2013 RFP No. 2, and must submit a copy of the

Notice of Classification and the Total Amount of Uncompleted Contracts (Form DPMC 701) with their Proposal. Classification shall be in an amount equal to or greater than the total amount of Respondent's Proposal, including any add-on alternates, and the total amount of uncompleted contracts.

(b) A Respondent is required to submit a valid Business Registration Certificate from the State of New Jersey Department of Treasury, Division of Revenue, prior to the award of a contract. Failure to timely submit proof of registration shall be deemed a material and non-waivable defect, and shall be cause for rejection of the bid without further consideration. All Respondents should be advised that Business Registration Certificate can be obtained on-line from the State Division of Revenue by following the following on-line procedures that can be completed within a week's time.

(i) Go to [www.nj.gov/treasury/revenue/taxreg.htm](http://www.nj.gov/treasury/revenue/taxreg.htm) and complete a Form NJ-REG on-line (NOTE: you will need to reference the filed copy of your company's formation certificate (i.e., a certificate of formation for your New Jersey limited liability company, etc.) or the certificate of authority for a foreign entity (collectively, the "Formation Certificates") to complete the Form NJ-REG);

(ii) Select Option 2 "Register a Business for Tax and Employer Purposes." (NOTE: in order to register, you will need: (a) the 10-digit identification number that is handwritten on the filed copy of the Formation Certificate[s] and (b) a Federal EIN, which can be obtained through [www.irs.gov](http://www.irs.gov) prior to registering online.) Once the online registration process is completed, it will take about 2-3 business days to be entered into the State's record database.

(iii) After this 2-3 day waiting period, you can obtain a Business Registration Certificate online at [https://www1.state.nj.us/TYTR\\_BRC/jsp/BRCLLoginJsp.jsp](https://www1.state.nj.us/TYTR_BRC/jsp/BRCLLoginJsp.jsp) by using the company's 10 digit ID number or Federal EIN.

(iv) Print a copy of the Business Registration Certificate online.

(c) All Respondents, their contractors and subcontractors shall hold a valid Public Works Contractor Certificate. Respondents, their contractors and subcontractors must be registered pursuant to N.J.S.A. 34:11-56.48 *et seq.* at the time its Proposal is submitted and include copies with its Proposal.

(d) Reserved.



## **Section 5.6 Background Check**

By submitting a response to this 2013 RFP No. 2, the Respondent acknowledges and consent that, in the event that it is chosen as the Successful Respondent, all employees of the Successful Respondent and its contractors maintaining the Renewable Energy Projects will sign an Authorization to Release Records form and submit to finger printing and background checks by the Morris County Sheriff's Department and/or Prosecutor's Office prior to beginning work. The Successful Respondent and its contractors shall not utilize any employees for the work described in this 2013 RFP No. 2 or the Program Documents who are not first approved by the Sheriff's Department or Prosecutor's Office.

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This 2013 RFP No. 2 has been issued and a link has been posted on the Authority's website by order of John Bonanni, Chairman, the Morris County Improvement Authority, this 5<sup>th</sup> day of October, 2013, all pursuant to authorizing resolutions of the Authority adopted July 17, 2013 and October 2, 2013.

**APPENDIX A**

**FORMS OF PROGRAM DOCUMENTS AND RFP AUTHORIZING RESOLUTION**

**[SEE 2013 RFP No. 2 DROPBOX FOLDER]**

## **APPENDIX B**

### **DESCRIPTION OF PROJECTS, EQUIPMENT SPECIFICATIONS AND PERFORMANCE DATA**

**[SEE 2013 RFP NO. 2 DROPBOX FOLDER]**

## **APPENDIX C**

### **MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**

**N.J.A.C. 17:27**

### **GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital

status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to

**Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

## APPENDIX D

### FORMS TO BE INCLUDED IN EXHIBIT A OF PROPOSALS

Each of (in the following order):

Appendix D-A-14	Proposal Checklist ( <b>FIRST PAGE OF PROPOSAL</b> ).....	D-A-14-1
Appendix D-A-1	Proposal Form A-1: Proposal Price Quotation Sheet .....	D-A-1
Appendix D-A-2	Proposal Form A-2: Respondent Information / Cover Letter Form.....	D-A-2-1
Appendix D-A-6	Proposal Form A-6: Ownership Disclosure Statement .....	D-A-6-1
Appendix D-A-7	Proposal Form A-7: Non-Collusion Affidavit .....	D-A-7-1
Appendix D-A-8	Proposal Form A-8: Consent to Investigation .....	D-A-8-1
Appendix D-A-9	Proposal Form A-9: Statement of Respondent's Qualifications .....	D-A-9-1
Appendix D-A-10	Proposal Form A-10: Acknowledgement of Receipt of Addenda (if any).....	D-A-10-1
Appendix D-A-11	Proposal Form A-11: Sealed Proposal Checklist (See <b>Appendix D-A-14</b> ) .....	D-A-11-1
Appendix D-A-13	Proposal Form A-13: Affirmative Action Compliance Notice.....	D-A-13-1

Either:

Appendix D-A-4	Proposal Form A-4: Agreement for Proposal Security in Lieu of Proposal Bond .....	D-A-4-1
or		
Appendix D-A-5	Proposal Form A-5: Proposal Bond.....	D-A-5-1

**PROPOSAL FORM A-1**

**PROPOSAL PRICE QUOTATION SHEET**

**A. Preliminary Information:**

1. *Respondent:* \_\_\_\_\_

\_\_\_\_\_  
[List all entities if a joint venture, and identify lead entity]

2. *Date:* October \_\_\_\_, 2013

3. *Name of proposed Short Term Manager/Owner if different from Respondent:*

\_\_\_\_\_  
4. *If you responded to A.3., has the proposed Short Term/Manager/Owner been formed?* \_\_\_\_\_

5. *Respondent Contact Person:*

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_ Cell: \_\_\_\_\_

**IF SELECTED AS THE SUCCESSFUL RESPONDENT, RESPONDENT HEREBY ACKNOWLEDGES, ACCEPTS AND AGREES THAT THE AWARD PURSUANT TO THIS 2013 RFP No. 2 IS FOR A SHORT TERM BASIS AND FURTHER THAT IT WILL ASSIGN ITS RIGHTS OBTAINED UNDER AND PURSUANT TO THIS 2013 RFP No. 2 AND ANY AGREEMENT EXECUTED IN CONNECTION HERewith TO THE NEW PARENT COMPANY WHEN REQUESTED TO DO SO BY THE AUTHORITY.**

**BY EXECUTING THIS PROPOSAL PRICE QUOTATION SHEET, RESPONDENT ACCEPTS THE CONFIDENTIALITY PROVISIONS OF SECTION 1.6 OF THE 2013 RFP No. 2.**

**Signature:** \_\_\_\_\_

**Name:**

**Title:**

## **B. Proposal**

1. *General.* In submitting this “Proposal Form A-1 Bid Sheet, Respondent represents that it (a) has read the Authority’s “Request for Proposals for a Short Term Manager/Owner of Photovoltaic Systems with respect to certain Local Government Facilities in the County of Morris, New Jersey” dated October 5, 2013 (the “2013 RFP No. 2”) in its entirety, (b) understands all of the terms and conditions set forth in the 2013 RFP No. 2 with respect to this Proposal form, (c) agrees to be bound by such terms and conditions of the 2013 RFP No. 2 in submitting this Proposal form as part of Respondent’s Proposal, (d) is intending to propose as Short Term Manager/Owner on the Series 2009A Program, (e) acknowledges and agrees that the award pursuant to the 2013 RFP No. 2 is for a short term basis, and (f) will assign its rights obtained under and pursuant to the 2013 RFP No. 2 and any agreement to be executed in connection herewith to the New Parent Company when requested to do so by the Authority. By executing this Proposal form, the Respondent Contact Person is authorized to bind the Respondent to all of the representations and terms of this Proposal form, and Respondent shall be so bound.

2. *Defined Terms and Proper Form.* Capitalized terms not defined in this Proposal form shall be as defined in the 2013 RFP No. 2.

3. *Proposal for Services:*

(a) Respondent hereby proposes the following prices, and related information, to perform the Short Term Manager/Owner Services for any of the below scenarios:

(i) For a period of thirty (30) days, which may be extended at the Authority’s option for such number of monthly period or periods as the Authority determines up to one (1) year (anything beyond requires the consent of all parties to Consent No. 4, apart from Firststar) (the “*Monthly Proposal Price*”);

(ii) For a period of one (1) year (the “*Annual Proposal Price*”);  
and

(iii) For a fixed price period not to exceed one (1) year but greater than one (1) month (the “*Fixed Term Proposal Price*”).

The Monthly Proposal Price and Annual Proposal Price are required submissions; the Fixed Term Proposal Price is optional. Any one of the Fixed Term Proposal Price, the Annual Proposal Price, or the Monthly Proposal Price constitutes the “*Proposal Price*”).

(b) In the event the term is extended for any period which is less than thirty (30) days, in the event the Monthly Proposal Price is the basis of the award, or less than the full length of the initial Temporary ABC Assignment if either of the Annual Proposal Price or Fixed Term Proposal Price is the basis of the award, the Proposal Price will be adjusted pro-rata for the



period of time extended based on the Proposal Price option selected by the Authority. Respondent also acknowledges the requirements of Section 3.1(c) of the RFP with respect to the below elements of the Proposal Price.

(c) Each Proposal Price shall be deemed to be the aggregate of the prices set forth in the following categories, although the Insurance Proposal Price may be included, or excluded, at the authority's option:

(i) management/ownership fee and invoicing and monitoring, which shall be capped at \$10,000 and which shall include (t) monitoring system performance and optimization, (u) periodic site visits to review system condition, (v) generation of and invoicing to local units and following up with local units for payment of invoicing, (w) reviewing Power One information and GATS inputs to ensure accuracy, (x) accounting and reporting administration with respect to 1603 grants and any necessary state, local, or federal filings and recordings, (y) ensuring the operations and maintenance contractor plan, the contract for which is attached as **Appendix F** hereto and the details for which are available in the 2013 RFP No. 2 Dropbox Folder, is completed and documented, and (z) responding to alarms and trouble-shooting events prior to allocation of additional costs for time and material based on operations and maintenance contractor costs,

(ii) cost of insurance coverage on an annual basis, which the Authority shall not be obligated to accept (the "*Insurance Proposal Price*"), and

(iii) any other costs.

The County understands that the services required to manage the systems may not always be the same every month. Thus, the Deviation Pricing is intended to allow the Respondent to account for atypical services that could be provided, should the need arise. Therefore, while not necessarily a "pre-approval" mechanism, the Deviation Pricing is intended to provide flexibility in the Respondent's Proposal Price given the variable nature of the services provided. Please indicate any deviation from the Monthly Proposal Price by category and indicate the month(s) of deviation and the reason therefore below the Monthly Proposal Price.

**Monthly Proposal Price**

	Base Price	Deviation Price
Management/Ownership, Invoicing & Monitoring:	<hr/>	<hr/>
Insurance Proposal Price:	<hr/>	<hr/>
Any Other Costs:	<hr/>	<hr/>
<b>TOTAL:</b>	<hr/>	<hr/>

If any deviation from the Monthly Proposal Price, please explain the month(s) of deviation, any potential variation in such deviation price, and the reason therefore, as well as any other pertinent information:

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[attach additional sheets as necessary]

**Annual Proposal Price**

Management/Ownership, Invoicing & Monitoring:	<hr/>
Insurance Proposal Price:	<hr/>
Any Other Costs:	<hr/>

**Fixed Term Proposal Price**

Length of Term:	<hr/>
Management/Ownership, Invoicing & Monitoring:	<hr/>
Insurance Proposal Price:	<hr/>
	<hr/>

Any Other Costs:

**TOTAL:**

Please provide any necessary explanation of your Fixed Term Proposal Price below:

[attach additional sheets as necessary]

4. *Material Changes.* Describe any proposed material changes (i) to the Prior Program Documents to be effected through Consent No. 4, or (ii) to Consent No. 4, below. If none are set forth, Respondent shall be presumed to have proposed no material changes to any Program Document, including Consent No. 4. By the Authority's award to Respondent (conditional or otherwise), to the extent Respondent shall be determined by the Authority to be the Successful Respondent, the Authority shall not have accepted any such changes below, which if accepted in whole or in part or in modified form, shall only be evidenced by duly authorized, executed and delivered Consent No. 4 reflecting such accepted changes.

(a) \_\_\_\_\_ No changes.

(b) Respondent proposes the following material changes to the following Program Documents identified below:

[attach additional sheets as necessary]

5. *Additional Economic Benefits.* Describe any proposed additional economic benefits (and the corresponding changes to the Prior Program Documents, to be effected through Consent No. 4, or to Consent No. 4) to the Authority and/or the Series 2009A Local Units as contemplated by Section 3.1 of the 2013 RFP No. 2. If a particular benefit has an associated cost, please indicate the cost as well as the gross value of the benefit and the net benefit. By the Authority's award to Respondent to the extent Respondent shall be determined by the Authority to be the Successful Respondent, the Authority shall not have accepted any such changes below, which if accepted in whole or in part or in modified form, shall only be evidenced by duly authorized, executed and delivered Program Documents reflecting such accepted changes.

(a) \_\_\_\_\_ None.

(b) Respondent proposes the following beneficial changes to be reflected in either (i) the Prior Program Documents, to be effected by Consent No. 4, or (ii) Consent No. 4, identified below:

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[attach additional sheets as necessary]

**FORM A-2**

**THE MORRIS COUNTY IMPROVEMENT AUTHORITY**

**RESPONDENT INFORMATION/COVER LETTER FORM**

**[TO BE PLACED ON RESPONDENT'S LETTERHEAD]**

Date: \_\_\_\_\_

Respondent: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Type of Business Entity (Corporation, Partnership, Joint Venture, Other (Attach Agreement(s) governing or creating/organizing business entity))<sup>1</sup>:

\_\_\_\_\_

**A. GENERAL:**

In submitting this Proposal, the Respondent warrants and represents that (capitalized words and terms shall have the meanings ascribed to such terms in the Request for Proposals):

1. (a) The Respondent has reviewed and understands the requirements set forth within the Proposal Specifications and, if selected, will carry out all of the provisions set forth within same.

(b) The Respondent has prepared its Proposal using a complete set of Proposal Documents, including all addenda to the Request for Proposals issued by the MCIA prior to the date established for submission of all Proposals.

(c) All information submitted in response to the Request for Proposals is accurate and factual and all representations made regarding the Respondent's willingness and ability to provide the required Services are true and correct.

(d) The name and title of the individuals who will be responding to questions on behalf of the Respondent are:

\_\_\_\_\_

\_\_\_\_\_

<sup>1</sup> If a joint venture, partnership or other form of organization is submitting this Proposal, all such firms shall be listed and each such participant shall execute this Respondent Information/Cover Letter.

(e) Respondent has reviewed and accepted the provisions of Sections 1.4 and 3.5 of the 2013 RFP No. 2. Accordingly, Respondent is not relying on the Authority, the County, the Series 2009A Local Units nor any of their advisors regarding any federal or state tax matters set forth in the 2013 RFP No. 2, and Respondent shall consult, or has consulted, its own tax advisors regarding such matters.

(f) Reserved.

(g) Reserved.

If applicable: If the Proposal is being submitted by a joint venture or similar business entity of more than one firm and/or organization, list the members, firms or organizations and designate a sole contact person for the joint venture or organization below:

1. Except to the extent expressly disclosed in the Proposal, there has been no material adverse changes in the financial status of the Respondent since the date of the most recent financial data (including Forms 10-K and 10-Q) submitted as part of the response to this Proposal.

2. There is no action, suit or proceeding, at law or in equity, before or by any court or similar Governmental Body against the Respondent wherein any unfavorable decision, ruling or finding would adversely affect the ability of the Respondent to carry out the duties and obligations imposed upon it under the Power Purchase Agreement.

3. The Respondent is duly organized and validly existing in good standing and is duly qualified to transact business in each and every jurisdiction where such qualification is required to enable the Respondent to perform its obligations under the Power Purchase Agreement. The performance of all obligations under the Power Purchase Agreement have been authorized by all required action of the Respondent, including any action required by any charter, by-laws, and/or partnership agreement, as the case may be, and any applicable laws which regulate the conduct of the Respondent's affairs. The assumption of the Power Purchase Agreement and the performance of all obligations set forth in the Proposal Specifications and in such Power Purchase Agreement do not conflict with and do not constitute a breach of or an event of default under any charter, by-laws and/or partnership agreement, as the case may be, of the Respondent or any agreement, indenture, mortgage, contract or instrument to which the Respondent is a party or by which it is bound. Upon execution hereof and upon satisfaction of the conditions contained in the Request for Proposals and in such Power Purchase Agreement, the Power Purchase Agreement will constitute a valid, legally binding obligation of the Respondent, enforceable in accordance with its terms, except to the extent that the enforcement thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws relating to or limiting creditors' rights generally and the application of the general principles of equity.

4. There is no action, suit or proceeding, at law or in equity, before or by any court or similar Governmental Body against the Respondent wherein any unfavorable decision, ruling or finding would materially adversely affect the performance by the Respondent of its obligations under the Request for Proposals and/or under the Power Purchase Agreement or the other transactions contemplated thereby, or which, in any way, would materially adversely affect the validity or enforceability of the Power Purchase Agreement, or any other agreement or instrument entered into by Respondent in connection with the transactions contemplated thereby.

5. The Respondent has in its possession valid approvals, registrations or permits (or the Respondent will have such approvals, registrations or permits prior to or simultaneously with the execution of the Power Purchase Agreement) that, pursuant to Applicable Laws, permit the Respondent to provide the contingent Services as provided in the Request for Proposals and under and in accordance with the terms of the Power Purchase Agreement for the term of the Power Purchase Agreement.

6. The Proposal is submitted pursuant to due authorization by, and is in all respects binding upon, the Respondent. The Proposal is authorized to be prepared and submitted under and in accordance with the provisions of the documents and/or agreements which govern the Respondent's business activities.

7. No corporation, partnership, individual or association, officer, director, employee, manager, parent, subsidiary, affiliate or principal shareholder of the Respondent has been adjudicated to be in violation of any state or federal environmental law, or charged with or convicted of bribery, fraud, collusion, or any violation of any state or federal anti-trust or similar statute within the preceding five (5) years, or previously adjudged in contempt of any court order enforcing such laws.

8. The facility(ies) and equipment to be utilized by the Respondent in the performance of the Services meets or exceeds, in all material respects, the Technical Specifications as set forth in the Request for Proposals.

[NAME OF RESPONDENT]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[SEAL]

**FORM A-3**

**Reserved**



**FORM A-4**

**THE MORRIS COUNTY IMPROVEMENT AUTHORITY**

**AGREEMENT FOR PROPOSAL SECURITY IN LIEU OF PROPOSAL BOND**

**(THIS FORM IS TO BE COMPLETED IF THE RESPONDENT  
DOES NOT PROVIDE A PROPOSAL BOND WITH ITS PROPOSAL.)**

This Proposal is accompanied by proposal security in the form of a Certified Check or Cashier's Check drawn on the

\_\_\_\_\_  
(name of banking institution)

\_\_\_\_\_  
(address of banking institution)

\_\_\_\_\_  
in the amount of ten percent (10%) of the Annual Proposal Price, not to exceed Twenty Thousand (\$20,000) Dollars.

The undersigned Respondent hereby agrees that if this Proposal shall be accepted by The MORRIS COUNTY IMPROVEMENT AUTHORITY ("MCIA") and the undersigned shall fail to execute and deliver the Services to be performed pursuant to the Power Purchase Agreement within ten (10) days of the issuance of a Notice to Proceed by the MCIA, and in accordance with the terms of this Proposal and with the requirements of the Contract Documents, then the undersigned shall be deemed to have abandoned the Power Purchase Agreement, and thereupon the Proposal and its acceptance shall be null and void. In such event, the certified or cashier's check herewith submitted as Proposal security shall be due and payable thereunder to the MCIA as liquidated damages; otherwise the said check or the amount thereof, shall be returned to the undersigned concurrently upon the issuance of a Notice to Proceed, if any, by the MCIA.

The undersigned Respondent hereby understands and agrees that the MCIA shall retain the Successful Respondent's certified check or cashier's check submitted as proposal security until the Temporary ABC Assignment.

**[NAME OF RESPONDENT]**

Attach Cashier's or  
Certified Check  
Payable to the order  
of **The Morris  
County Improvement  
Authority** here.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**FORM A-5**

**THE MORRIS COUNTY IMPROVEMENT AUTHORITY**

**PROPOSAL BOND**

**(THIS FORM IS TO BE COMPLETED IF THE RESPONDENT PROVIDES  
A PROPOSAL BOND WITH ITS PROPOSAL INSTEAD OF A CERTIFIED CHECK  
OR CASHIER'S CHECK.)**

**KNOW ALL MEN BY THESE PRESENTS**, that, [NAME OF RESPONDENT], as Principal (hereinafter, the "Principal") and [NAME OF SURETY], a [Corporation] [Partnership] duly organized under the laws of the State of \_\_\_\_\_, as Surety (hereinafter, the "Surety"), are held and firmly bound unto **THE MORRIS COUNTY IMPROVEMENT AUTHORITY**, as Obligee (hereinafter, the "Obligee"), in the sum of \_\_\_\_\_ **DOLLARS** lawful money of the United States of America, for which payment well and truly to be made, the said Principal and Surety bind ourselves, our successors, and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has submitted or is about to submit to the Obligee a Proposal for the provision of certain Services, which Proposal is made a part hereof;

**NOW THEREFORE**, the Surety hereby understands that if the said Proposal is accepted and the Power Purchase Agreement be awarded to the Respondent, then prior to the expiration or termination hereof, said Principal will enter into the Power Purchase Agreement in writing and give bond with Surety acceptable to the Obligee for the faithful performance of the Power Purchase Agreement, or if the Principal shall fail to enter such agreement and give such bond, said Surety will pay to the Obligee, as liquidated damages, the difference, not to exceed the penal amount hereof, between the amount specified in said Proposal and such larger amount for which Obligee may in good faith contract with another party to perform the work covered by said Proposal.

The Surety hereby understands that if this Proposal shall be accepted and the Principal shall fail to execute and deliver the Services to be performed pursuant to the Power Purchase Agreement within ten (10) days of the issuance of a Notice to Proceed by the MCIA, and in accordance with the terms of this Proposal and with the requirements of the Contract Documents, then the Principal shall be deemed to have abandoned the Power Purchase Agreement, and thereupon the Proposal and its acceptance shall be null and void. In such event, Surety hereby agrees that the bond herewith submitted shall be due and payable thereunder to the MCIA as liquidated damages; otherwise the said bond shall be returned to the undersigned concurrently upon the issuance of a Notice to Proceed, if any, by the MCIA.

The Surety hereby understands and agrees that the MCIA shall retain the bond submitted herewith as Proposal security until the issuance of a Notice to Proceed by the MCIA.

It is agreed that this bond shall be effective on the date the Proposal is submitted and will continue in full force until the issuance of a Notice to Proceed by the MCIA or until terminated as hereinafter provided in accordance with the Local Public Contracts Law.

Upon said termination, the Surety shall be discharged from all liability under this bond for any act or omission of the Principal.

SIGNED AND SEALED this \_\_\_\_ day of \_\_\_\_\_ 2013.

In the presence of:

\_\_\_\_\_  
PRINCIPAL (Seal)

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
SURETY (Seal)

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
TITLE

**FORM A-6**

**MORRIS COUNTY IMPROVEMENT AUTHORITY  
STOCKHOLDER DISCLOSURE CERTIFICATION**

**N.J.S.A. 52:25-24.2 (P.L. 1977 c.33)**

**FAILURE OF THE BIDDER/RESPONDENT TO SUBMIT THE REQUIRED  
INFORMATION IS CAUSE FOR AUTOMATIC REJECTION**

**CHECK ONE:**

- ☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.
- ☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

**Legal Name of Respondents Business** \_\_\_\_\_

**Check which business entity applies:**

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Partnership              | <input type="checkbox"/> Corporation                   | <input type="checkbox"/> Sole Proprietorship           |
| <input type="checkbox"/> Limited Partnership      | <input type="checkbox"/> Limited Liability Partnership | <input type="checkbox"/> Limited Liability Corporation |
| <input type="checkbox"/> Subchapter S Corporation | <input type="checkbox"/> Other _____                   |  |

**Complete if the bidder/respondent is one of the 3 types of Corporations:**

Date Incorporated: \_\_\_\_\_ Where Incorporated: \_\_\_\_\_

**Business Address:**

_____	_____	_____	_____	STREET
ADDRESS	CITY	STATE	ZIP	
_____				TELEPHONE #
FAX #		EMAIL		

Listed below are the names and addresses of all stockholders, partners or individuals who own 10% or more of its stock of any classes, or who own 10% or greater interest therein.

_____	NAME	HOME
ADDRESS		

_____	NAME	HOME ADDRESS
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CONTINUE ON ADDITIONAL SHEETS IF NECESSARY: Yes ☐ No ☐

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

**FORM A-7**

**MORRIS COUNTY IMPROVEMENT AUTHORITY  
NON-COLLUSION AFFIDAVIT**

---

State of \_\_\_\_\_  
County of \_\_\_\_\_

ss:

I, \_\_\_\_\_ of the City of \_\_\_\_\_

in the County of \_\_\_\_\_ and State of \_\_\_\_\_  
of full age, being duly sworn according to law on my oath depose and say that:

I am \_\_\_\_\_ of the firm of \_\_\_\_\_  
(Title or position) (Name of firm)

the bidder making this Proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the County of Morris relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide employees or bona fide established commercial or selling agencies maintained by \_\_\_\_\_.  
(Name of firm)

(N.J.S.A. 52:34-25)

Subscribed and sworn to  
before me this \_\_\_\_\_ day  
of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Type or print name of affiant under Signature

\_\_\_\_\_  
Notary public of

My Commission expires \_\_\_\_\_.

## FORM A-8

### THE MORRIS COUNTY IMPROVEMENT AUTHORITY

#### CONSENT TO INVESTIGATION

The Respondent hereby gives its consent to The Morris County Improvement Authority ("MCIA") and/or to the County of Morris, New Jersey (the "County"), or its authorized representatives, to investigate and verify all information contained in the Proposal submitted herewith in response to the Request for Proposals, dated \_\_\_\_\_ 2013, with respect to the provision of Services, including financial and law enforcement information relating to the Respondent. The Respondent agrees that all financial institutions, law enforcement agencies, and regulatory agencies are authorized to release information verifying those representations and/or submissions made by the Respondent. The Respondent further agrees that the MCIA and/or the County and/or its authorized representatives are authorized to inspect all premises and relevant records of the Respondent in order to verify information contained in the Proposal.

The Respondent agrees that a photocopy of this Consent to Investigation may be accepted by any agency or institution in lieu of the original.

Name of Respondent<sup>2</sup>: \_\_\_\_\_

Respondent's Address: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

---

<sup>2</sup> If a joint venture, partnership or other form of organization is submitting this Proposal, all such firms shall be listed and each such participant shall execute this Form.

## FORM A-9

### THE MORRIS COUNTY IMPROVEMENT AUTHORITY

#### STATEMENT OF RESPONDENT 'S QUALIFICATIONS

*(This form must be completed and submitted with Proposal, one form for each entity if a joint proposal or joint venture)*

1. If firm is a Corporation, list state of incorporation:

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2. If firm is a Partnership, list names of partners:

---

*All questions must be answered and the data given must be concise, comprehensive and acceptable to the Owner. Attach separate sheets wherever necessary to properly answer question.*

1. Firm name.
2. Principal address,
3. Year firm was organized.
4. Where and when incorporated.
5. Years of firm's experience in similar contracts.
6. List of comparable work completed by firm within the past 3 years and any jobs currently in progress. (note cost for each contract and beginning and completion dates.)
7. List default experience on previous contracts, within the past 10 years.
8. List present comparable contracts presently underway.
9. List of major equipment available for this contract.
10. Credit line (substantiate submittal).
11. Complete financial statements, including the following statements for the current fiscal year-to-date and the prior fiscal year:
  - (i) Balance statement (detailing cash and cash equivalents, current assets, current liabilities, stockholder equity)
  - (ii) Statement of Operations (detailing pre-tax earnings)
  - (iii) Statement of cash flows

**CONTINUATION SHEET**  
**STATEMENT Of RESPONDENT S QUALIFICATIONS**  
*(This form must be completed and submitted with Proposal)*

*The undersigned hereby authorized any person, firm or corporation to furnish any information requested by the Owner verifying data submitted in the Statement of Qualification.*

*Date:* \_\_\_\_\_

\_\_\_\_\_  
*Respondent*

\_\_\_\_\_  
*BY:*

\_\_\_\_\_  
*TITLE:*

*STATE OF* \_\_\_\_\_

\_\_\_\_\_, being duly sworn, deposes and says that he is \_\_\_\_\_

*of \_\_\_\_\_ and that the answers to the foregoing questions and all statements therein contained are true and correct.*

*Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_*

\_\_\_\_\_  
*Notary Public*

*My commission expires:* \_\_\_\_\_



**FORM A-10**

**THE MORRIS COUNTY IMPROVEMENT AUTHORITY**

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

We hereby acknowledge receipt of the Request for Proposals, dated \_\_\_\_\_, 2013, and Addenda Nos. \_\_\_\_ through \_\_\_\_\_, inclusive.

**[NAME OF RESPONDENT ]<sup>1</sup>**

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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<sup>1</sup> If a joint venture, partnership or other formal organization or firm submits this Proposal, all such firms shall be listed and each such participant shall execute this Proposal Form.

**FORM A-11**

**THE MORRIS COUNTY IMPROVEMENT AUTHORITY**

**SEALED PROPOSAL CHECKLIST**

***(This form must be submitted with Proposal)***

*Each Respondent is required to complete this check list of all items that are mandatory/required documents to be submitted with this Proposal*

**[See Appendix D-A-14]**

**FORM A-12**

**Reserved**

**FORM A-13**

**AFFIRMATIVE ACTION COMPLIANCE NOTICE  
N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**GOODS AND SERVICES CONTRACTS  
(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful respondent's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful respondent shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

COMPANY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

## FORM A-14

### PROPOSAL CHECK-LIST

#### To be included as the first page of Respondent's Proposal

Pursuant to Section 5.1 of the 2013 RFP No. 2, the following is a check-list of all items that each Respondent must submit with their Proposal (except as set forth below) in order for their Proposal to be reviewed, considered, and reported on by or on behalf of the Authority in accordance with the provisions of the 2013 RFP No. 2. Capitalized terms not defined in this check-list shall be as defined in the 2013 RFP No. 2

(1) The following documents shall be considered mandatory items that shall be submitted as part of the Proposal, and failure to submit any one or more of the following shall be automatically deemed by the Authority to be a fatal defect in the Proposal, which fatal defect cannot be cured, and the Proposal shall be rejected as unresponsive to the 2013 RFP No. 2.

- |   | <b>CHECK</b> |
|---|--------------|
| (a) This Form A-14 Proposal Checklist .....       | ( )          |
| (b) Form A-1 .....                                | ( )          |
| (c) Form A-2 .....                                | ( )          |
| (i) Placed on Respondent Letterhead .....         | ( )          |
| (d) Form A-4 OR A-5 .....                         | ( )          |
| (e) Form A-6 .....                                | ( )          |
| (f) Form A-7 .....                                | ( )          |
| (g) Form A-8 .....                                | ( )          |
| (h) Form A-9-1 .....                              | ( )          |
| (i) Firm name .....                               | ( )          |
| (ii) Principal address .....                      | ( )          |
| (iii) Year of organization .....                  | ( )          |
| (iv) Where and when incorporated .....            | ( )          |
| (v) Years of firm's experience .....              | ( )          |
| (vi) List of comparable work .....                | ( )          |
| (vii) List of default experience .....            | ( )          |
| (viii) List of present comparable contracts ..... | ( )          |
| (ix) List of major equipment .....                | ( )          |

**CHECK**

- (x) Credit line.....( )
  - (xi) Year-to-date financials and previous year's financials .....( )
  - (i) Form A-9-2 .....( )
  - (j) Form A-10.....( )
  - (k) Form A-11.....( )
  - (l) Form A-13.....( )
  - (m) Business Registration Certificate.....( )
  - (n) Valid Public Works Contractor Certificate for Respondent and  
potential subcontractors .....( )
  - (o) Statement agreeing to assign to the New Parent Company .....( )
  - (p) Required statements under section 3.1(b)(i) .....( )
  - (q) Required statements under section 3.1(b)(ii) .....( )
  - (r) Copy of Proposal on CD-Rom or other acceptable media.....( )
  - (s) List of Subcontractors (indicate here if N/A) .....( )
- (2) Reserved.

As the Authority's goal is to ensure the greatest number of complete Proposals for review, consideration and reporting, notwithstanding any provision in the 2013 RFP No. 2 to the contrary, registered Respondents should submit questions, in writing by October 10, 2013, to Deborah S. Verderame, Esq., of Inglesino, Pearlman, Wyciskala & Taylor, LLC, at [dverderame@iandplaw.com](mailto:dverderame@iandplaw.com) with respect to this check-list, and the necessary documents to be submitted in connection with a Proposal. The Authority and its consultants will not answer any question that would in any way prejudice one Respondent over another. To the extent any such question has general relevance, the Authority will report the question with the appropriate response to all contact persons (collectively, the "*Respondent Contact Person*").

